



AGENDA
REGULAR MEETING OF MUNICIPAL COUNCIL
Monday, July 22, 2024, 6:30 PM
Corporation of The Township of Edwardsburgh Cardinal
Council Chambers, Spencerville Ontario

- 1. Call to Order**
- 2. Indigenous Land Acknowledgement Statement**

As we gather, we are reminded that the Township of Edwardsburgh Cardinal is situated on traditional territory of Indigenous peoples dating back countless generations, which is rich in history and home to many First Nations, Métis and Inuit people today.

As a Township, we have a responsibility for the stewardship of the lands on which we live, work and play, and today, this meeting place is still home to Indigenous people, and we are grateful to have the opportunity to work on and call this land home.
- 3. Approval of Agenda**
- 4. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof**
- 5. Delegations & Presentations**
 - a. Chun Liang - Conservation and Demand Management (CDM) Plan O. Reg 25/23
 - b. David Simpson - Lockmasters Meadow Subdivision
 - c. Rob Adams - Township Strategic Plan
- 6. Consent Agenda**

Items listed under Consent Agenda are considered routine or no longer require a further discussion and are enacted in one motion. The exception to this rule is that a Member may request that one or more items be pulled for discussion and voted on separately.

 - a. Regular Council - June 24, 2024 [See item 7.a]
 - b. Public Library - May 28, 2024 [See item 9.a]
 - c. Port Management Committee - June 17, 2024 [See item 9.b]
- 7. Minutes of the Previous Council Meetings**
 - a. Regular Council - June 24, 2024 - CONSENT
- 8. Business Arising from the Previous Council Meeting (if any)**
- 9. Committee Minutes**
 - a. Public Library - May 28, 2024 - CONSENT
 - b. Port Management Committee - June 17, 2024 - CONSENT
- 10. Action and Information Items from Committees**
 - a. 2nd Quarter Treasury and Reserve Report
 - b. 2nd Quarter Budget to Variance Report
 - c. 2nd Quarter Council Remuneration Report
 - d. Application for Severance B-75-24, 2303 Ventnor Rd (IN Engineering and Surveying, o/b Craddock)
 - e. Application for Severance B-81-24, 1212 Crowder Rd (Dobbie)
 - f. Township Strategic Plan

- g. 2024 Budget Increase - Salary Review
 - h. Township Facilities Conservation and Demand Management Plan
 - i. Award the Truck with Snowplow Equipment Tender EC-PW-24-07
 - j. Cardinal Works Garage - Structural Wall Repair - Unbudgeted Item
 - k. HFI Request for Hands Rd Pavement Extension
 - l. Port New Grain Dryer Project - Propane Installation Project
- 11. Correspondence**
- 12. Municipal Disbursements**
- 13. By-laws**
- a. Port - Lease Agreement - St. Lawrence Marina
 - b. Port - Lease Agreement - Joe Computer
- 14. CAO's Administrative Update**
- 15. Councillor Inquiries or Notices of Motion**
- 16. Mayor's Report**
- 17. Question Period**
- 18. Closed Session**
- a. Section 239(2)(f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; Specifically: Lockmasters Meadow Subdivision
 - b. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Byers Rd Property
 - c. Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Byers Rd Property
 - d. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Planning/Administration
 - e. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Approve Minutes of Closed Session dated June 24, 2024.
- 19. Report Out of Closed Session**
- 20. Confirmation By-law**
- 21. Adjournment**

Energy Conservation and Demand Management Plan 2024-2029



Overview

Tree House Energy Services

Background

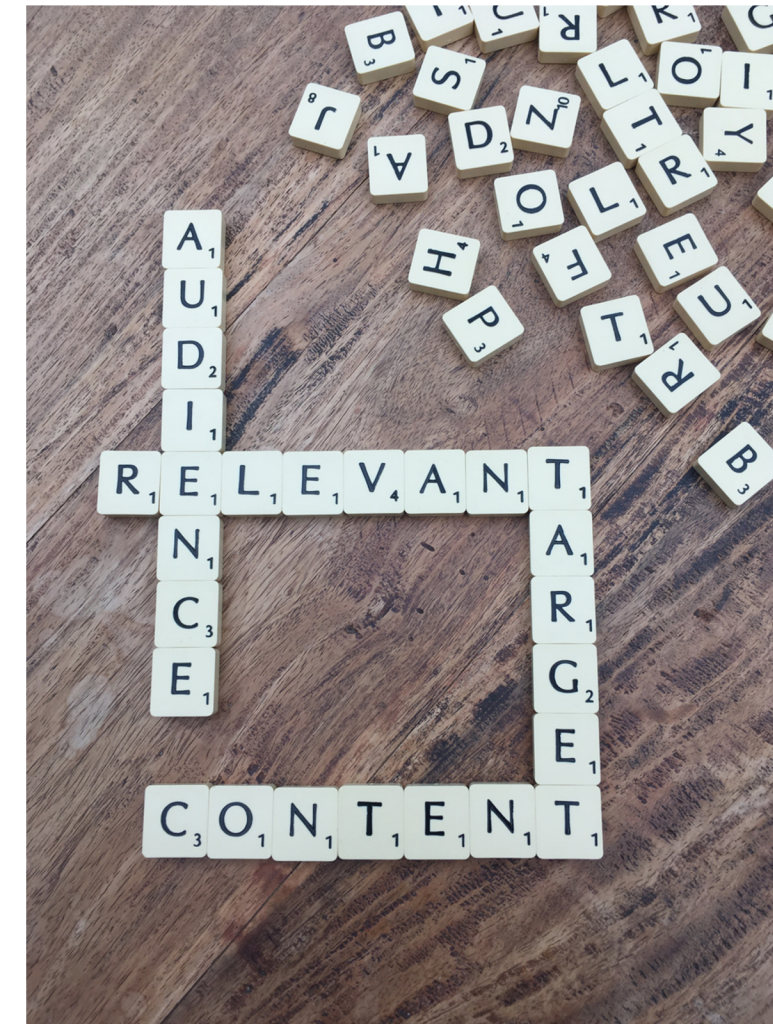
Goals and Objectives

Baseline Energy and Emissions

Future Conservation Measures

Energy Reduction Target

Q and A



“Tree House advises on climate care through decarbonization, primarily in the building energy sector with a practice based on net zero emissions.”



Services

Net Zero Strategies and Program Management

Integrated and Custom Studies

Project Management

Ancillary Services



Background

Current Regulations: O. Reg. 25/23

Facilities Required to Report

<https://www.ontario.ca/laws/regulation/r23025>

Background

Previous CDM Plan, 2019-2023

Spencerville and Ingredion Centre
-New LED Arena Lights

Spencerville Arena
-New Arena Dehumidifer

Cardinal and Spencerville Fire Halls
-New LED Interior Lights



Goals and Objectives

Energy Efficiency, Conservation and Cost Recovery

Energy Awareness and Culture

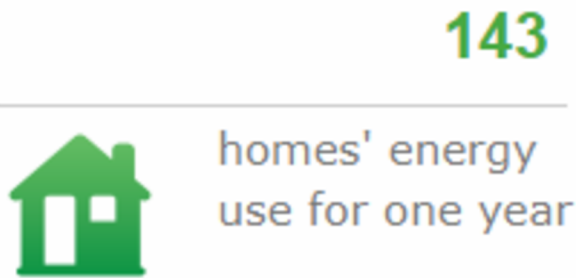
Policy

Reduction Target*

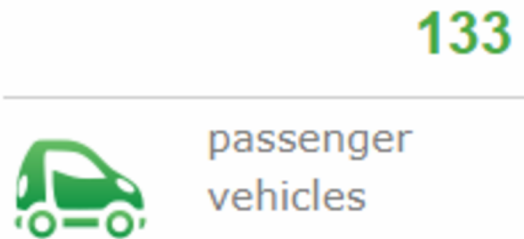


Baseline Energy and Emissions

Energy Consumption Baseline

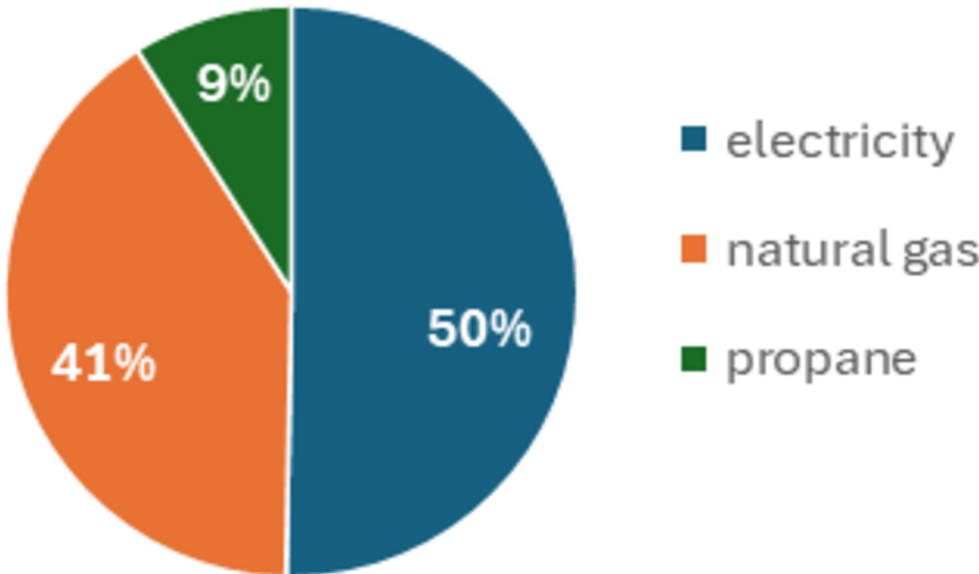


Emissions



Energy use Types

Energy Use Breakdown by Fuel Type 2023



Future Energy Conservation Measures

Major Measures

- Overhaul Arena Compressor
- Investigate Advanced Controls for Rooftop Units
- Investigate Rooftop Solar PV
- Retrofits of Lighting for Various Facilities



Energy Reduction Target

1-5%



Thank you and Q/A

Chun Liang, Founder - Tree House Energy Services
chun.liang@tree-house.ca

MINUTES
MUNICIPAL COUNCIL

Monday, June 24, 2024
6:30 PM

Corporation of The Township of Edwardsburgh Cardinal
Council Chambers, Spencerville Ontario

PRESENT: Mayor Tory Deschamps
Deputy Mayor Stephen Dillabough
Councillor Joe Martelle
Councillor Waddy Smail
Councillor Chris Ward

STAFF: Rebecca Crich, Clerk
Sean Nicholson, Treasurer
Mike Spencer, Manager of Parks, Recreation & Facilities
Brian Moore, Fire Chief
Candise Newcombe, Deputy Clerk
Jessica Crawford, Treasurer

1. Call to Order

Mayor Deschamps called the meeting to order at 6:30 p.m. and wished both Councillor Martelle and Councillor Ward a happy birthday.

2. Indigenous Land Acknowledgement Statement

The Chair read the indigenous land acknowledgement statement.

3. Approval of Agenda

Decision: 2024-145

Moved by: S. Dillabough

Seconded by: C. Ward

THAT Municipal Council approves the agenda as presented.

Carried

4. Disclosure of Pecuniary Interest or Conflict of Interest & the General Nature Thereof

None.

5. Delegations & Presentations

a. Corey Lockwood - SNC Draft Wetland Mapping

Mr. Lockwood outlined concerns with the proposed draft wetland mapping by South Nation Conservation Authority (SNC) which included: the short turn-around for the consultation period, the continuous changes to the proposed mapping, blanketing entire areas as wetlands without site-visit confirmation, detriments to the net worth of individuals' properties, restrictions to resale, renovations, and development. He inquired about how the SNC is proposing to handle the influx of wetland oversight. He highlighted concerns that individuals may resort to unpermitted building practices to avoid the additional red tape the mapping places on all development. Mr. Lockwood requested Council support delaying the consultation process and requested that SNC notify all affected landowners directly.

There was discussion regarding the ongoing updating to wetland mapping based on data received, the notification process, and the mandate to update wetland mapping downloaded from the Province to all Conservation Authorities. It was noted that the SNC website provides Frequently Asked Questions (FAQs), however, recognized the difficulties the ongoing changes present for developers.

Council thanked Mr. Lockwood for his delegation.

b. Brent Dobbie - SNC Draft Wetland Mapping

Mr. Dobbie introduced himself as a third-generation farmer who is accustomed to and compliant with the continuous changes in government rules and regulations. He noted the following concerns with the proposed draft wetland mapping by the South Nation Conservation Authority (SNC): continued land expansion for his business, varying explanations from political representatives, lack of advertising for the consultation process, restrictions to landowners, devaluation of the lands following mapping changes, and the growing disconnect between members of Council and the farming community. Mr. Dobbie noted the contracted position of the Conservation Authorities with its municipal entity, highlighting the advisory role of SNC. He requested that Council support an extension to the consultation process with SNC to ensure a thorough review of the proposed mapping changes.

Members noted their unwavering support for all its constituents and development in the community.

Council thanked Mr. Dobbie for his delegation.

6. Consent Agenda

Decision: 2024-146

Moved by: J. Martelle

Seconded by: C. Ward

THAT Municipal Council receives and approves the following consent agenda items as presented:

- a. Regular Council – May 27, 2024
- b. Public Library Board – April 23, 2024
- c. Port Management Committee – May 21, 2024
- d. Committee of the Whole – Community Development – June 3, 2024
- e. Public Meeting – Zoning Bylaw Amendment – 3202 Dukelow Rd – June 10, 2024
- f. Committee of the Whole – Administration & Operations – June 10, 2024
- g. Holly Drive Unopened Road Allowance
- h. Recreational Vehicle Temporary Use
- i. 2103 Dundas St – Vacant Lot Follow Up
- j. UCLG Automated Speed Enforcement Update
- k. Temporary Rd Closure – Optimist Club Soapbox Derby

Carried

7. Minutes of the Previous Council Meetings

- a. Regular Council - May 27, 2024 - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council receives and approves the minutes of the Regular Council Meeting dated May 27, 2024.

Carried

8. Business Arising from the Previous Council Meeting (if any)

None.

9. Committee Minutes

- a. Public Library Board - April 23, 2024 - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council receives the minutes of the Public Library Board Meeting dated April 23, 2024.

Carried

- b. Port Management Committee - May 21, 2024 - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council receives the minutes of the Port Management Committee dated May 21, 2024.

Carried

- c. Committee of the Whole - Community Development - June 3, 2024 - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Community Development dated June 3, 2024.

Carried

- d. Public Meeting - Zoning Bylaw Amendment - 3202 Dukelow Rd - June 10, 2024 - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council receives the minutes of the Public Meeting – Zoning Bylaw Amendment 3202 Dukelow Rd - dated June 10, 2024.

Carried

- e. Committee of the Whole - Administration & Operations - June 10, 2024 - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council receives and approves the minutes of the Committee of the Whole – Administration and Operations dated June 10, 2024.

Carried

10. Action and Information Items from Committees

- a. Holly Drive Unopened Road Allowance - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council grant permission to 12878780 Canada Inc. and subcontractor Pinchin to make minor improvements to the Holly Drive unopened road allowance to allow drilling equipment access to undertake a hydrogeological study, as recommended by the Committee of the Whole – Community Development.

Carried

- b. Recreational Vehicle Temporary Use - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council waive the \$2,500.00 fee for a zoning bylaw amendment at 3 Tuttle Point should residents proceed in this direction, as recommended by the Committee of the Whole – Community Development.

Carried

- c. 2103 Dundas St - Vacant Lot Follow Up - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council remain status quo with the vacant lot located at 2103 Dundas Street and advise the owner of 2099 Dundas Street of the decision, as recommended by the Committee of the Whole – Administration & Operations.

Carried

- d. UCLG Automated Speed Enforcement Update - CONSENT

Decision: 2024-146

Moved by: J. Martelle
Seconded by: C. Ward

WHEREAS the United Counties of Leeds and Grenville presented a report during the June 4, 2024 Joint Services Committee on a potential automated speed enforcement program within Leeds and Grenville; and

WHEREAS the report recommends that the County roads be the focus of a trial period, if automated speed enforcement is pursued as a safety initiative; and

WHEREAS if the United Counties of Leeds and Grenville decide to proceed with the use of an automated speed enforcement program in Leeds and Grenville, areas with public safety concerns and community safety zones will be the initial field of study to gather additional information on if this program may remedy the concerns; and

WHEREAS the report outlines estimated expenses and revenues, with an estimated revenue of just over \$22,000, which is likely to be re-invested into the program to support local public safety and educational initiatives;

WHEREAS not all operating costs have been considered within the report that may impact several departments, which may impact the estimated revenue; and

WHEREAS the initial implementation costs would impact the United Counties of Leeds and Grenville and all lower-tier and single-tier municipalities included within this program; and

WHEREAS the United Counties of Leeds and Grenville have not completed consultation with possible impacted municipalities to determine level of support by the respective Municipal Council's or communities; and

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Township of Edwardsburgh Cardinal hereby requests that the United Counties of Leeds and Grenville remain status quo until further consultation is completed with all lower-tier and single-tier municipalities that may be impacted by the implementation of the proposed automated speed enforcement program.

Carried

e. Temporary Rd Closure - Optimist Club Soapbox Derby - CONSENT

Decision: 2024-146

Moved by: J. Martelle

Seconded by: C. Ward

THAT Municipal Council:

- 1. Approve the request for a partial closure of Goodin Rd between civic addresses 2927-3012 on September 12, 2024 between the hours of 9am to 1pm for the Optimist Club Soapbox Derby; and
- 2. Direct staff to supply barricades and work with the Optimist Club to ensure notification is provided to affected residents and emergency services.

As recommended by the Committee of the Whole – Administration & Operations.

Carried

f. Port Investments - Scotia Bank GIC

Decision: 2024-147

Moved by: S. Dillabough

Seconded by: C. Ward

THAT Municipal Council:

- 1. Authorize and direct the Port General Manager and Treasurer to find the best possible investment rate for:
 - a. A 12-month non-redeemable GIC on or about July 2, 2024; and
 - b. A 24-month non-redeemable GIC on or about July 2, 2024; and

2. Direct the Port General Manager to:
 - a. Take 50% of the full maturity amount of the Scotia Bank 12-month GIC maturing on July 2, 2024, and purchase a new 12-month non-redeemable GIC from the identified banks with the best possible rate; and
 - b. Take 50% of the full maturity amount of the Scotia Bank 12-month GIC maturing on July 2, 2024, and purchase a new 24-month non-redeemable GIC from the identified banks with the best possible rate.

As recommended by the Port Management Committee.

Carried

g. Township Financial Statement

Council inquired about the reason for the delay in the final report. It was noted that there was a delay in receiving the final statements from Rideau St. Lawrence to be incorporated into the consolidated statements.

Decision: 2024-148

Moved by: W. Smail

Seconded by: J. Martelle

WHEREAS Council met with the external auditors, MNP LLP, for the Township of Edwardsburgh Cardinal and the Port of Johnstown in May 2024; and

WHEREAS MNP LLP provided a review of the Management Representation/Responsibility Letter, the Independent Auditor's Report, the Audit Findings Report and the 2023 Draft Consolidated Financial Statements for the Township of Edwardsburgh Cardinal and Port of Johnstown.

NOW THEREFORE BE IT RESOLVED THAT Municipal Council receives the Audit Findings Report and approves the 2023 Consolidated Financial Statements for the Township of Edwardsburgh Cardinal, as provided by MNP LLP.

Carried

h. SNC Draft Wetland Mapping - O. Reg 41/24

Council discussed the various concerns with the draft wetlands mapping and the consultation process. It was recommended that staff draft a more detailed motion for Council consideration outlining the following: the lack of public consultation meetings in Edwardsburgh Cardinal, written notification to landowners, and the short consultation period. Members noted their support to request that South Nation Conservation Authority halt the consultation process and hold an informational meeting in the Township explaining the Provincial mandate for the wetland mapping to members of the public. There was a brief discussion that identified North Grenville Councillor Deb Wilson and Augusta Deputy Mayor Adrian Wynands as the local municipal representatives on the South Nation Conservation Authority board of directors.

The Chair called a 10-minute recess at 7:23 p.m. to draft a motion for consideration.

The Chair called the meeting back to order at 7:36. p.m.

The Chair read the newly drafted motion aloud and requested a recorded vote.

Decision: 2024-149

Moved by: J. Martelle
Seconded by: C. Ward

THAT Municipal Council request that South Nation Conservation Authority:

1. Halt the consultation process; and
2. Host a public information and consultation meeting in the Township of Edwardsburgh Cardinal; and
3. Provide written notification to every landowner in the Township of Edwardsburgh Cardinal; and
4. Do not make any changes until additional consultation and public meetings are held.

AND FURTHER THAT this resolution be forwarded to all relevant Provincial Ministries, MPP Steve Clark, MP Michael Barrett, all municipalities within the South Nation Conservation Authority, AMO, ROMA, Ontario Federation of Agriculture, Ontario Builders Association and all other relevant agencies.

	Yea	Nay
T. Deschamps	X	
S. Dillabough	X	
J. Martelle	X	
W. Smail	X	
C. Ward	X	
Results	5	0

Carried (5 to 0)

i. RBC Signatory Update Authorization

Decision: 2024-150

Moved by: C. Ward
Seconded by: J. Martelle

WHEREAS from time to time the Township of Edwardsburgh Cardinal updates the signing authorities for Township issued cheques and credit cards; and

WHEREAS it has been identified that a number of signing authorities need to be updated due to change of position or name; and

WHEREAS the Royal Bank of Canada required the Township to support a prepared resolution.

NOW THEREFORE BE IT RESOLVED THAT the Municipal Council of the Corporation of the Township of Edwardsburgh Cardinal:

1. That Royal Bank of Canada (“Royal Bank”) is appointed banker for the Customer.
2. That for instruments: ACCT 1001189-two signatures, one of the Mayor, Deputy Mayor with one of Port General Manager, Treasurer, CAO, Clerk or Director of Operations/Deputy CAO. ACCT 1002450-two signatures, CEO/Treasurer of the Library with one of the Branch Supervisors of the Library, Chair of the Library Board or Vice-Chair of the Library Board. All other ACCT – two signatures, One of the Mayor, Deputy Mayor with one of the Treasurer, CAO,

Clerk or Director of Operations/Deputy CAO. Agreements/credit – two signatures, one of the Mayor, Deputy Mayor with one of the Treasurer, CAO, Clerk or Director of Operations/Deputy CAO are authorized on behalf of the Customer from time to time:

- a. To withdraw or order transfer of funds from the Customer's accounts by any means including the making, drawing, accepting, endorsing or signing of cheques, promissory notes, bills of exchange, other orders for the payment of money or other instruments or the giving of other instructions;
 - b. To sign any agreements or other documents or instruments with or in favour of Royal Bank, including agreements and contracts relating to products or services provided by Royal Bank to the Customer; and
 - c. To do, or to authorize any person or persons to do, any one or more of the following:
 - i. To receive from Royal Bank any cash or any securities, instruments or other property of the Customer held by Royal Bank, whether for safekeeping or as security, or to give instructions to Royal Bank for the delivery or other transfer of any such cash, securities, instruments or other property to any person named in those instructions;
 - ii. To deposit with or negotiate or transfer to Royal Bank, for the credit of the Customer, cash or any security, instrument or other property, and for those purposes to endorse (by rubber stamp or otherwise) the name of the Customer, or any other name under which the Township carried on business, on any security or instrument;
 - iii. To instruct Royal Bank, by any means, to debit the accounts of third parties for deposit to the credit of the Customer; and
 - iv. To receive statements, instruments and other items (including paid cheques) and documents relating the Customer's accounts with or any services of Royal Bank, and to settle and certify the Customer's accounts with Royal Bank.
3. That all instruments, instructions, agreements (including contracts relating to products or services provided by Royal Bank) and documents made, drawn, accepted, endorsed or signed (under the corporate seal or otherwise) as provided in this resolution and delivered to Royal Bank by any persons, shall be valid and binding on the Customer, and Royal Bank is hereby authorized to act on them and give effect to them.
 4. That Royal Bank be furnished with:
 - a. A copy of this resolution; and
 - b. A list of the names of the persons authorized by this resolution to act on behalf of the Customer, and with written notice of any changes which may take place in such list from time to time, and with specimens of the signatures of all such persons; each certified by the (1) Mayor and (2) Treasurer of the Customer; and
 - c. In writing, any authorization made under paragraph 2(c) of this resolution.
 5. That any document furnished to Royal Bank as provided for in paragraph 4 of this resolution shall be binding upon the Customer until a new document repealing or replacing the previous one has

been received and duly acknowledged in writing by the branch or agency of Royal Bank where the Customer has its account.

Carried

j. Reserve Transfer - Purchase of Vacant Land

Decision: 2024-151

Moved by: S. Dillabough

Seconded by: C. Ward

THAT Municipal Council:

1. Direct the Treasurer to transfer \$1,885,500.00 from the Consolidated Reserve Account to the General Operating Account to purchase the vacant land; and
2. Direct the Treasurer to withdraw the full amount of the matured RBC GIC funds and transfer them to the Consolidated Reserve Account on January 17, 2025.

Carried

k. Community Risk Assessment

Council was provided with a detailed summary of the report and discussed the mitigation measures for high-risk areas, and the frequency, availability and response to ice-water rescue calls.

Decision: 2024-152

Moved by: W. Smail

Seconded by: J. Martelle

THAT Municipal Council receive the 2024 Community Risk Assessment.

Carried

11. Correspondence

Decision: 2024-153

Moved by: J. Martelle

Seconded by: C. Ward

THAT Municipal Council receives the correspondence listings for the following dates as previously circulated:

- May 30, 2024
- June 5, 2024
- June 13, 2024
- June 19, 2024

Carried

12. Municipal Disbursements

Decision: 2024-154

Moved by: C. Ward

Seconded by: J. Martelle

THAT Municipal Council receives the payment of municipal invoices circulated and dated as follows:

- Report dated May 29 (2024-086) \$188,502.16

- Report dated May 30 (2024-087) \$129,449.58
 - Report dated June 17 (2024-094) \$228,086.56
 - Report dated June 20 (2024-099) \$172,955.78
 - Report dated June 20 (2024-100) \$145,072.61
- TOTAL: \$864,066.69**

Carried

13. By-laws

- a. Site Plan Control Agreement - Newport Dr - Alantra Leasing Inc.

Decision: 2024-155

Moved by: J. Martelle
Seconded by: C. Ward

THAT the mover be granted leave to introduce a bylaw to authorize the execution of a site plan control agreement with Alantra Leasing Inc., and this shall constitute first and second reading thereof.

Carried

Decision: 2024-156

Moved by: J. Martelle
Seconded by: C. Ward

THAT a bylaw to authorize the execution of a site plan control agreement with Alantra Leasing Inc., be now read a third and final time and finally passed, signed, sealed and numbered 2024-32.

Carried

Council commended staff on their diligence and collaboration in ensuring a prompt start to development for Alantra Leasing Inc. and noted Council satisfaction with the fire safety plans for the development.

- b. Site Plan Control Agreement - 2-8 Queen St - Johnstown Self Storage Inc.

Decision: 2024-157

Moved by: C. Ward
Seconded by: J. Martelle

THAT the mover be granted leave to introduce a bylaw to authorize the execution of a site plan control agreement with Johnstown Self Storage Inc., and this shall constitute first and second reading thereof.

Carried

Decision: 2024-158

Moved by: C. Ward
Seconded by: J. Martelle

THAT a bylaw to authorize the execution of a site plan control agreement with Johnstown Self Storage Inc., be now read a third and final time and finally passed, signed, sealed and numbered 2024-33.

Carried

- c. Amend Zoning Bylaw 2022-37 - 3202 Dukelow Rd

Decision: 2024-159

Moved by: S. Dillabough

Seconded by: C. Ward

THAT the mover be granted leave to introduce a bylaw to amend zoning bylaw 2022-37 (3202 Dukelow Rd – Hutton), and this shall constitute first and second reading thereof.

Carried

Decision: 2024-160

Moved by: S. Dillabough

Seconded by: J. Martelle

THAT a bylaw to amend zoning bylaw 2022-37 (3202 Dukelow Rd – Hutton), be now read a third and final time and finally passed, signed, sealed and numbered 2024-34.

Carried

- d. Municipal Funding Agreement - Canada Community Building Fund

Decision: 2024-161

Moved by: W. Smail

Seconded by: J. Martelle

THAT the mover be granted leave to introduce a bylaw to authorize the Mayor and Clerk to execute a municipal funding agreement with the Association of Municipalities of Ontario on the Canada Community-Building Fund, and this shall constitute first and second reading thereof.

Carried

Council clarified that the Community Building Fund was previously referred to as the Federal Gas Tax and compared past/future funding received.

Decision: 2024-162

Moved by: W. Smail

Seconded by: J. Martelle

THAT a bylaw to authorize the Mayor and Clerk to execute a municipal funding agreement with the Association of Municipalities of Ontario on the Canada Community-Building Fund, be now read a third and final time and finally passed, signed, sealed and numbered 2024-35.

Carried

- e. Hiring Policy Update

Council sought clarification of the changes and their intent. It was noted that the majority of adjustments are to reflect positions that report directly to Council versus the CAO and authority during the hiring of positions within the organization. Members highlighted perceived ambiguity with the definition of an employee within the policy.

Decision: 2024-163

Moved by: J. Martelle

Seconded by: C. Ward

THAT the mover be granted leave to introduce a bylaw to adopt a hiring policy, and this shall constitute first and second reading thereof.

Carried

Decision: 2024-164

Moved by: J. Martelle

Seconded by: C. Ward

THAT a bylaw to adopt a hiring policy, be now read a third and final time and finally passed, signed, sealed and numbered 2024-36.

Carried

14. CAO's Administrative Update

Council reviewed the CAO's administrative update and discussed the following items:

- Timeline for the completion of the Johnstown Tennis Court rehabilitation project and addressing the identified deficiencies.
- Clarified the notification process, detour routes, timeline and full closure plan for the bridge of County Rd 22 near Hyndman Rd.
- Coordination and installation of the Spencerville Fair banners throughout the Township.
- Confirmed Fire Department Tanker was returned following warranty work completion.
- Commended staff on the expedient response to the damaged pride banner in Cardinal.

Decision: 2024-165

Moved by: C. Ward

Seconded by: J. Martelle

THAT Municipal Council receives the CAO's Administrative Report as presented.

Carried

15. Councillor Inquiries or Notices of Motion

Deputy Mayor Dillabough highlighted the success of the Port Days event held June 22 and thanked staff members for their support.

Councillor Smail commended staff on the support at the Johnstown Pool opening and BBQ event also held June 22. He further inquired about ongoing Canal clean-up efforts.

Councillor Ward inquired about the timeline for a report on the proposed communications strategy, which was noted to be upcoming in September.

Councillor Smail clarified Cavanaugh's responsibility for maintaining the watering of the newly installed sod.

16. Mayor's Report

Mayor Deschamps reported on the following:

- Commended the ECFD on their participation in the EOFD games held in Prescott on June 22.
- Noted the well-attended Port Days event at the Port of Johnstown on June 22, highlighted \$1,700.00 raised for the South Grenville Food Bank and commended the support provided by all staff both from the Township and the Port of Johnstown.
- Commended the Recreation staff on the diligent grass-cutting throughout the Township.

- Commended staff on the rehabilitation of the lights at the Cardinal ball diamond noting the increased use of the diamond since the improvements.
- Commended staff on the forethought with the community pool heater installations, highlighting the extended season use due to increased pool temperatures.
- Commended members of Council on their decision to purchase the vacant land on Byers Rd, and continue the mandate to ensure no future mega dump site in the Township. Requested members of Council to consider future visions for the land.
- Noted the upcoming Follow-44 event to be held during the evening of June 26.
- Noted the upcoming South Grenville Chamber of Commerce Meet Me @ Event to be held during the evening of June 27 at the Cardinal waterfront pavilion.

Decision: 2024-166

Moved by: S. Dillabough

Seconded by: J. Martelle

THAT Municipal Council receives the Mayor's Report as presented.

Carried

17. Question Period

None.

18. Closed Session

Decision: 2024-167

Moved by: W. Smail

Seconded by: J. Martelle

THAT Municipal Council proceeds into closed session at 8:45 p.m. in order to address a matter pertaining to:

- a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees: Specifically: Byers Rd Property
- b. Section 239(2)(c) Acquisition or disposition of land by the municipality or local board; Specifically: Byers Rd Property
- c. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees: Specifically: Minutes of Closed Session dated December 11, 2023, December 21, 2023 and May 6, 2024.

Carried

- a. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Byers Rd Property
- b. Section 239(2)(c) Proposed or pending acquisition or disposition of land by the municipality or local board; Specifically: Byers Rd Property
- c. Section 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees; Specifically: Minutes of Closed Session dated December 11, 2023, December 21, 2023 and May 6, 2024.

Decision: 2024-168

Moved by: W. Smail

Seconded by: J. Martelle

THAT the closed meeting of Municipal Council does now adjourn and the open meeting does now resume at 9:29 p.m.

Carried

19. Report Out of Closed Session

The Chair reported that Council met in closed session to:

- Discuss matters about an identifiable individual and proposed or pending acquisition or disposition of land, with direction provided to the CAO; and
- Reviewed closed session minutes dated December 11, 2023, December 21, 2023, and May 4, 2024.

Decision: 2024-169

Moved by: J. Martelle

Seconded by: C. Ward

THAT Municipal Council receives and approves the minutes of Closed Session dated December 11, 2023, December 21, 2023 and May 6, 2024.

Carried

20. Confirmation By-law

Decision: 2024-170

Moved by: C. Ward

Seconded by: J. Martelle

THAT a by-law to adopt, confirm and ratify matters dealt with by resolution be now passed, signed, sealed and numbered 2024-37.

Carried

21. Adjournment

Decision: 2024-171

Moved by: S. Dillabough

Seconded by: W. Smail

That Municipal Council does now adjourn at 9:31 p.m.

Carried

Mayor

Deputy Clerk

Edwardsburgh Cardinal Public Library Board Meeting Minutes

May 28th, 2024 Cardinal Branch

Present: A. Barratt, H. Cameron, T. Wilson, J. Martelle, J. Cameron

Regrets: K. Martin

Staff: D. Gladstone, MA. Gaylord

1. Call to order

The meeting was called to order at 5:01pm

Motion by Joe Martelle to appoint the following officers for 2024, seconded by Hugh Cameron. CARRIED

Chair – Anne Barrett

Vice Chair – Tammy Wilson

Secretary/Treasurer Donna Gladstone

2. Disclosure of interest – None

3. Additions to agenda

4. Approval of minutes from previous meeting

Motion by Hugh Cameron to approve the April 23rd, 2024 minutes seconded by Kim Martin. CARRIED

5. Business arising from minutes

The pollinator garden has been given approval by Council, which has been articulated to the Horticultural Society. They will begin work in the next few weeks.

6. Correspondence

7. Policy Review NIL

8. Treasurer's report

The treasurer reported the budget to Actual for April 2024.

9. CEO/Supervisor report attached

Upcoming Programs

Book Sale – FOL Spencerville -Saturday June 22 10:30 am

Reptile Rainforest – FOL Cardinal -Saturday June 22 10am

Ten Warning Signs of Dementia Alzheimer Society – FOL Cardinal -Tuesday June 25 1:30pm

10. Report from Municipal Council report

Joe reported that he had no new information regarding the information monitors discussed a few months back – he would be taking it back to council in the near future. The Township is going through some transition regarding staff positions. Sean Nicholson will officially become the CAO in July. Dave Grant will provide mentorship to Nicholson as he steps into a Deputy CAO/Director of Operations role for. A Treasurer has been hired and will start on June 3rd.

Plans for a Battery Energy Storage System are in process and announcements have been made.

11. New business/Community Activities

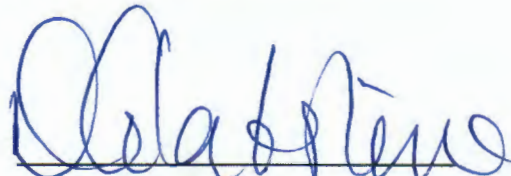
Hugh has been contact CREW they happy to have schedule a visit in August. Hugh will work with the CREW team to firm up a date and we will proceed with advertising and getting volunteer help.

12. Date of Next Meeting: Tuesday June 25, 2024 5pm Cardinal Branch

13. Adjournment

Moved by Hugh Cameron, seconded by Tammy Wilson that the meeting of the Library Board does now adjourn at pm 5:45pm CARRIED


Chair


Recording Secretary

To: ECPL Board Members
From: Donna Gladstone, Library CEO
Meeting Date: May 28, 2024
Subject: Library CEO Report 2024,

Programs

READ Program with volunteer Lori
Baby & Tot Story Time
Spring Take Home Craft kit 100 kits distributed
Mother's Day Craft Kit 100 kits distributed

Upcoming Programs

FOL Cardinal Book Club
FOL Spencerville Book Sale
Reptile Rainforest Saturday June 22 10am – Sponsored by the FOL Cardinal
Ten Warning Signs of Dementia – Alzheimer Society program – Sponsored by FOL Cardinal
Father's Day Craft Take Home Kit
TD Summer Reading 6-week program at both branches July 11, 18, 25 and August 1, 8, 15. All Thursday afternoon

Friends of the Library

Both Friends group choose bookmark winners. They will be paying to have bookmarks produced and given out as the prize for the winners.

The Baby and Tot Story Time will end for the summer on Tuesday June 4th Cardinal and Thursday June 6 Spencerville. The attendance was sporadic, not as many participants as other years. We will discuss over the summer and decide if we will continue the program in the fall or take a break.

Centennial 67 School visits will conclude The second week of June. We will invite them back in the Fall and will set up a similar schedule as the current one. Seemed to work well for all involved.

South Edwardsburgh PS visit by the Library Staff will conclude the second week of June and we will offer the same schedule as the current one in September.

Seaway Valley District Horticultural Society held a plant sale outside of the Library – seemed to be well attended.

We had a visit from South Edwardsburgh Public School Roving Reporters. The students along with the principal and staff visited the Cardinal Branch, interviewed staff and did a video of the Library to share with the South Ed students and families. They called it a virtual visit to the Library.

April 2024 Stats

April 2023 Stats

	Cardinal	Spencerville	Total	YTD		Cardinal	Spencerville	Total	YTD
Persons Entering	399	491	890	3391	Persons Entering	442	441	883	3237
WorkflowHolds	11	21	32	115	WorkflowHolds	20	12	32	147
Email Inquires	8	3	11	24	Email Inquires	2	0	2	11
Phone Inquires	5	20	25	88	Phone Inquires	11	7	18	122
In-person Inquires	13	71	84	310	In-person Inquires	5	35	40	147
ILL	11	1	12	57	ILL	10	10	20	60
PC Use	24	16	40	184	PC Use	25	12	37	123
Wireless Use	13	2	15	71	Wireless Use	2	1	3	12
Curbside Pick-up			0	0	Curbside Pick-up	3	0	3	26
Photocopying/Fax Programs	17	17	34	131	Photocopying/Fax Programs	17	1	18	91
Program Attendan	21	8	29	113	Program Attendan	10	10	20	86
Home Bound Servi	68	39	107	457	Home Bound Servi	53	30	83	420
Volunteer Hours			0	7	Volunteer Hours	0	0	0	5
School vists	30		30	117	School Visits	18.5		18.5	79.5
#of students	1	4	5	17	#of students		0	0	
		316	316	1066		283	283	909	
Circulation	676	583	1259	4751	Circulation	656	555	1211	4619
Overdrive	284	166	450	2098	Overdrive	266	208	474	1560
Overdrive Users	50	36	86	359	Overdrive Users	7	8	15	55
New Users	2	1	3	16	New Users	1	2	3	16
New Library Cards	6	3	9	43	New Library Cards	9	15	24	88
273 website visits					Website Visits	249			

Maggie Wheeler Author Visit to Spencerville Branc 25



**MINUTES
PORT OF JOHNSTOWN MANAGEMENT COMMITTEE
TOWNSHIP COUNCIL CHAMBERS - SPENCERVILLE
MONDAY JUNE 17, 2024
6:30 PM**

Present: Deputy Mayor Stephen Dillabough, Chair
Mayor, Tory Deschamps
Councillor Chris Ward
Councillor Waddy Smail
Councillor Joseph Martelle
Frank McAuley, Advisory Member
Clint Cameron, Advisory Member
Regina Hernandez, Advisory Member

Zoom: Randy Stitt, Advisory Member

Staff: Sean Nicholson, CAO
Candise Newcombe, Deputy Clerk
Rebecca Crich, Clerk
Robert Dalley, General Manager
Kevin Saunders, Operations Manager
Rhonda Code, Office Manager
Mike Moulton, Operations Manager

1. Call to Order

Deputy Mayor Dillabough called the meeting to order at 6:30 p.m.

2. Approval of Agenda

Moved by: C. Ward
Seconded by: T. Deschamps

That Committee approves the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof – None

4. Delegations and Presentations – None.

5. Minutes of the Previous POJ Committee Meeting

a) Meeting of May 21, 2024

Moved by: J. Martelle
Seconded by: C. Ward

That Port Management Committee receives and approves the minutes of the Port Management Committee meeting dated May 21, 2024.

Carried

6. Business Arising from Precious PMC Minutes (if any) – None.
7. Discussion Items – None.
8. Action/Information Items

a) Grain Operations Report

Port staff provided an overview of the monthly operations report and highlighted the following areas: overall inventory levels, monthly traffic, grain received/shipped, vessels loaded, and the reasoning for the increase in corn intake.

b) Maintenance Report

Port staff provided an overview of the monthly report and there was a general discussion on the following topics: Canadian Grain Commission rail and marine certifications, the preventive replacement of the urethane liner, reason for ongoing window breaking occurrences, and the annex bin maintenance process.

c) Capital Projects

Committee was provided with a summary of the capital project status to date and discussed the accuracy of the estimated schedule for the new grain dryer installation project, increased costs associated with the propane hook-up, and the project budget to date including contributions from the Federal Grant received for the project.

Members sought clarification on the steam and weed process.

d) Financial Report

Committee was provided with a summary of the monthly revenue and expenses and year-to-date budget to actual numbers. There was discussion regarding the following: decrease to outside service costs, savings in utilities due to decreased use, decreases to advertising expenditures, and a recovery plan for the anticipated revenue losses in 2024.

There was a brief discussion regarding storage revenues experienced with the contract to store windmill parts at the Port and the possibility of additional storage required for the project.

e) Vessel Traffic Report

Committee was provided with summary of the report and discussed the presence of a vessel docked at the Port of Johnstown during the Port Days event.

f) Health and Safety Report

Committee was provided with a summary of the health and safety report and noted the timely nature of the posting of the Heat Stress Awareness posters throughout the Port prior to the current heat wave.

g) General Manager's Report

Committee was provided an overview of the report and discussed the following: donation of leftover food from the Port Days event to the South Grenville Food Bank, restrictions to container importing, and the succession planning process for the Port General Manager position.

There was further discussion on container imports regarding the following: the restrictions to Ports along the St. Lawrence and the great lakes, limitations these restrictions cause to importing in the Country, the estimated investment costs to equip the Port for this type of business and the return on investment.

Members discussed the Port membership with the Marine Council, insurance premium increases and their causes, additional revenue experienced with the storage of windmill parts, and scheduling for upcoming salt vessels.

Moved by: T. Deschamps

Seconded by: W. Smail

That the Port Management Committee received and reviewed items 8. a) Grain Operations Report; b) Maintenance Report; c) Capital Projects; d) Financial Report; e) Vessel Traffic Report, f) Health and Safety Report; and g) General Manager's Report.

Carried

h) Port of Johnstown Investments

Committee was provided with an overview of the report and discussed the following: the estimated remaining capital spending, liquidity of the Scotiabank HISA, and hedging investment vulnerability against fluctuating interest rates by spreading out the maturity dates.

There was discussion regarding an appropriate amount of cash on hand for the Port and impending costly repairs to the underwater support walls on the grain elevator in future years.

Moved by: T. Deschamps

Seconded by: C. Ward

That the Port of Johnstown Management Committee approves the following investment recommendations:

1. That the Port General Manager and Township Treasurer find the best possible rate for:
 - a. a 12-month non-redeemable GIC on or about July 2, 2024
 - b. a 24-month non-redeemable GIC on or about July 2, 2024
2. That the Port General Manager:
 - a. take 50% of the full maturity amount of the Scotia bank 12-month GIC maturing on July 2, 2024, and purchase a new 12-month non-redeemable GIC from the identified banks with the best possible rate.
 - b. take 50% of the full maturity amount of the Scotia bank 12-month GIC maturing on July 2, 2024, and purchase a new 24-month non-redeemable GIC from the identified banks with the best possible rate.

Carried

9. Approval of Disbursements – Port Accounts

Committee reviewed the monthly disbursements.

Moved by: W. Smail

Seconded by: C. Ward

That Port of Johnstown Management Committee approves payment of Port invoices circulated and numbered as follows:

Withdrawals Total:	\$100,374.20
Batch 17 CHEQUES	\$319,704.85
Batch 18 EFT PAYMENTS	\$1,048,478.56
Batch 19 EFT PAYMENTS	\$1,500,000.00
Total of Direct Withdrawal & Batch Listings:	\$2,968,557.61

Carried

10. Councillor Inquiries/Notices of Motion

The Mayor noted the closing date of July 11 for the South Nation Conservation Authorities wetlands mapping public consultation period and requested a discussion topic be added to the June Council agenda.

11. Chair's Report

The Chair reported on the following:

- Thanked and commended all involved in organizing and running the upcoming Port Days on June 22 from 11am -3pm.

14. Question Period – None.

15. Adjournment

Moved by: T. Deschamps

Seconded by: W. Smail

That the Committee meeting adjourns at 7:40 p.m.

Carried

These minutes were approved by Port Management Committee this 15 day of July, 2024.

Chair

Deputy Clerk



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Regular Council

Date: July 22, 2024

Department: Finance

Topic: 2024 Q2 Treasury and Reserve Report

Purpose: To receive Q2 treasury and reserve reports

Background: The following reports are attached for Council to review:

1. Financial Report as of June 30, 2024
2. Long Term Debt Schedule as of June 30, 2024
3. YTD 2024 Capital Status Report as of June 30, 2024
4. Reserve Fund Report as of June 30, 2024

Policy Implications: None

Financial Considerations: None

Recommendation: THAT Council receives the 2024 Q2 treasury and reserve report as presented.

A handwritten signature in black ink, appearing to read 'J. Brown'.

Treasurer

A handwritten signature in black ink, appearing to read 'G. King'.

CAO

2024 Final Capital Budget - Quarterly Analysis

Approved Expense				Analysis								
GL Code	Department	Project	2024 Budget	Estimated Completion	Q1 Actuals	Q2 Actuals	Q3 Actuals	Q4 Actuals	Total Spend	Remaining	Tender Awarded	Comments
21-5950	Fire Department	Engineering and Design - Fire Station #2	\$ 100,000	Q4					\$ -	\$ 100,000	N	
17-5950	Administration	Administration Office Upgrades	\$ 200,000	Q2	\$ 38,376	\$ 74,532			\$ 112,908	\$ 87,092	Y	Server relocation, Furniture in council chambers, electrical work
82-5950	Recreation	Parks - Picnic Tables - Replacement	\$ 15,400	Q2		\$ 14,661			\$ 14,661	\$ 739	N/A	Project Complete
82-5950	Recreation	Parks - Kayak Docks	\$ 16,000	Q2		\$ 11,499			\$ 11,499	\$ 4,501	N/A	Project Complete
82-5950	Recreation	Parks - Bleachers	\$ 32,000	Q2		\$ 32,461			\$ 32,461	\$ (461)	N/A	Project Complete
83-5950	Recreation	Ball Diamonds - Lights - Johnstown	\$ 106,060	Q3		\$ 50,530			\$ 50,530	\$ 55,530	Y	invoice received for 50%
82-5950	Recreation	Tennis Courts - Cardinal - Phase 1	\$ 30,000	Q3					\$ -	\$ 30,000	N	
88-5950	Recreation	South Centre - Furnace/AC unit upgrades	\$ 20,000	Q2		\$ 19,169			\$ 19,169	\$ 831	Y	Received and installed
88-5950	Recreation	South Centre - New Flooring	\$ 19,000	Q3					\$ -	\$ 19,000	N	
39-5950	Public Works	1/2 Ton Truck - replace truck T1	\$ 60,000	Q1	\$ 56,900				\$ 56,900	\$ 3,100	Y	Project complete
39-5950	Public Works	Tandem Axle Plow Truck - 2023 - delivered 2024	\$ 360,000	Q2		\$ 328,594			\$ 328,594	\$ 31,406	Y	Project complete
39-5950	Public Works	Tandem Axle Plow Truck - 2024 - delivered 2025	\$ -	2025					\$ -	\$ -	N	Tender closed July 2. Three bids received
39-5950	Public Works	Holder C70 Sidewalk Plow	\$ 160,414	Q1	\$ 163,091				\$ 163,091	\$ (2,677)	N/A	Project complete. Slightly over budget due to additional equipment
41-5613	Public Works	Weir Road Bridge	\$ 900,000	Q3/Q4		\$ 130,931			\$ 130,931	\$ 769,069	Y	Progress Payment
41-5613	Public Works	Jordan Road Triple Culvert	\$ 282,068	Q3/Q4		\$ 4,628			\$ 4,628	\$ 277,440	Y	Engineering Fees
41-5748	Public Works - Roads	Rural - Edison	\$ 103,575	Q3/Q4					\$ -	\$ 103,575	Y	Tender awarded
41-5742	Public Works - Roads	Rural - Totem Ranch Road East	\$ 125,638	Q3/Q4					\$ -	\$ 125,638	Y	Tender awarded
41-5763	Public Works - Roads	Rural - Cedar Grove	\$ 382,541	Q3/Q4					\$ -	\$ 382,541	Y	Tender awarded
41-5664	Public Works - Roads	Rural - Armstrong Rd.	\$ 275,818	Q3/Q4					\$ -	\$ 275,818	Y	Tender awarded
41-5664	Public Works - Roads	Rural - Armstrong Rd.	\$ 229,849	Q3/Q4					\$ -	\$ 229,849	Y	Tender awarded
41-5680	Public Works - Roads	New Wexford - Riverview Cres.	\$ 49,664	Q3/Q4					\$ -	\$ 49,664	Y	Tender awarded
41-5681	Public Works - Roads	New Wexford - Reilly St.	\$ 91,879	Q3/Q4					\$ -	\$ 91,879	Y	Tender awarded
41-5682	Public Works - Roads	New Wexford - Hooker St.	\$ 34,144	Q3/Q4					\$ -	\$ 34,144	Y	Tender awarded
41-5675	Public Works - Roads	New Wexford - Keefer St.	\$ 27,315	Q3/Q4					\$ -	\$ 27,315	Y	Tender awarded
41-5790	Public Works - Roads	Johnstown - Sophia	\$ 146,282	Q3/Q4					\$ -	\$ 146,282	Y	Tender awarded
41-5792	Public Works - Roads	Johnstown - Sutton Dr.	\$ 76,835	Q3/Q4					\$ -	\$ 76,835	Y	Tender awarded
41-5793	Public Works - Roads	Johnstown - Second St.	\$ 78,805	Q3/Q4					\$ -	\$ 78,805	Y	Tender awarded
41-5831	Public Works - Roads	Spencerville - Henderson St.	\$ 20,528	Q3/Q4					\$ -	\$ 20,528	Y	Tender awarded
41-5832	Public Works - Roads	Spencerville - South St.	\$ 95,604	Q3/Q4					\$ -	\$ 95,604	Y	Tender awarded
41-5833	Public Works - Roads	Spencerville - Water St.	\$ 24,832	Q3/Q4					\$ -	\$ 24,832	Y	Tender awarded
41-5834	Public Works - Roads	Cardinal - Reid St	\$ 178,017	Q3/Q4					\$ -	\$ 178,017	Y	Tender awarded
Total Levy Based Capital			\$ 4,242,269		\$ 258,367	\$ 667,003	\$ -	\$ -	\$ 925,370	\$ 3,316,899		

Approved Expense				Analysis								
GL Code	Department	Project	2024 Budget	Estimated Completion	Q1 Actuals	Q2 Actuals	Q3 Actuals	Q4 Actuals	Total Spend	Remaining	Tender Complete	Comments
56-5950	Cardinal Wastewater	Henry Street Panel Install	\$ 15,000	Q3		\$ 10,083			\$ 10,083	\$ 4,917	N/A	
56-5950	Cardinal Wastewater	Sewer Manhole Rehab (8 manholes)	\$ 15,000	Q1	\$ 7,642				\$ 7,642	\$ 7,358	N/A	Project complete
56-5950	Cardinal Wastewater	Boiler Replacement	\$ 21,000	Q1		\$ 18,821			\$ 18,821	\$ 2,179	N/A	Project complete
58-5950	Cardinal Water System	Reid Street Water Service Replacements	\$ 113,250	Q3/Q4					\$ -	\$ 113,250	N	Tender being prepared, Contract admin tender complete
58-5950	Cardinal Water System	Low lift pump starters/filer analyzer	\$ 19,041	Q3		\$ 17,995			\$ 17,995	\$ 1,046	N/A	starter replacement & turbidity analyzer
51-5950	Spencerville Wastewater System	Mag Meter Install	\$ 15,000	Q3					\$ -	\$ 15,000	Y	
51-5950	Spencerville Wastewater System	Splitter Box Relining	\$ 25,000	Q3					\$ -	\$ 25,000	Y	
51-5950	Spencerville Wastewater System	Sewer Manhole Rehab	\$ 16,000	Q1		\$ 16,475			\$ 16,475	\$ (475)	N/A	Project complete
51-5950	Spencerville Wastewater System	ECA Amendment	\$ 30,000	Q4	\$ 15,071				\$ 15,071	\$ 14,929	Y	Progress payment
Total Rate Based Capital			\$ 269,291		\$ 15,071	\$ 71,015	\$ -	\$ -	\$ 86,086	\$ 183,205		
Total 2024 Capital Program			\$ 4,511,560		\$ 273,437	\$ 738,019	\$ -	\$ -	\$ 1,011,456	\$ 3,500,104		

Prepared by:
Jessica Crawford
Treasurer

Township of Edwardsburgh Cardinal
Pre-Audit Financial Report
As at June 30, 2024

	Prior Period March 31, 2024	Current Year June 30, 2024	Prior Year June 30, 2023	Comparision to Last Year Balance	Notes/Comments
Assets					
Cash and Bank Balances	4,729,775	3,112,961	3,790,978	(678,016)	
Taxes Receivable	1,590,735	489,398	433,979	55,418	
Accounts Receivable	1,136,787	793,546	582,759	210,787	HST receivable is being reconciled
Inventory (Including Land for Resale)	317,927	317,927	284,093	33,833	
Long Term Receivable	254,101	241,742	267,016	(25,273)	
Equity Investment In RSL	686,450	686,450	666,254	20,196	
Equity Investment In Port	48,410,726	48,410,726	44,617,062	3,793,664	
	<u>57,126,501</u>	<u>54,052,750</u>	<u>50,642,141</u>	<u>3,410,609</u>	
Liabilities					
Accounts Payable	(1,753,143)	(1,009,974)	(2,583,483)	1,573,509	Lower due to capital projects not started yet
Planning & Drainage Accounts	226,634	222,055	188,591	33,464	
Long Term Debt	(7,373,847)	(7,224,671)	(6,479,734)	(744,937)	Lower due to no new debt and 2 loans completed
Accrued Landfill Closure	(208,654)	(177,588)	(208,654)	31,066	
	<u>(9,109,009)</u>	<u>(8,190,178)</u>	<u>(9,083,280)</u>	<u>893,102</u>	
Tangible Capital Assets	<u>41,712,690</u>	<u>41,236,968</u>	<u>37,533,062</u>	<u>3,703,906</u>	
Reserve & Reserve Funds	<u>(11,031,670)</u>	<u>(10,424,954)</u>	<u>(7,109,416)</u>	<u>(3,315,538)</u>	

Prepared By:
Jessica Crawford
Treasurer

TOWNSHIP OF EDWARDSBURGH/CARDINAL
SCHEDULE OF LONG TERM DEBT

	Lender	Project	Interest Rate	End Date		Balance Owing Dec 31/23	Balance Owing Mar 31/24	Balance Owing Jun 30/24	Balance Owing Sept 30/24	Balance Owing Dec 31/24	Annual Payments
1	Infrastructure Ontario	Cardinal Arena	4.59%	Oct-43		4,488,822	4,488,822	4,439,991			303,698
2	United Counties of L & G	Fire Comm. Equip.	2.88%	Oct-24		13,805	13,805	6,952			14,104
5	Royal Bank of Canada	2020 Case Grader	1.73%	Jun-24		51,075	25,572	0			102,753
6	Scotiabank	2019 GMC Sierra	0.00%	Mar-24		3,604	0	0			11,435
10	Infrastructure Ontario	2022 Johnstown Drainage	4.82%	Aug-43		1,060,980	1,044,922	1,044,922			83,255
Township Total						5,614,682	5,573,121	5,491,865	0	0	515,245
8	Tile Drain Loans	Farm Tile Drains	6.00%	various	Paid by Benefiting Farmer	6,409	6,409	6,409			9,361
9	Infrastructure Ontario	EMS Station	2.91%	Jul-36	Paid by UCLG	570,746	552,527	552,527			53,045
10	Infrastructure Ontario	Cardinal Wastewater	4.37%	Feb-44	Paid by Cardinal WW users	1,030,150	1,030,150	1,030,150			77,781
Supported Debt Total						1,607,305	1,589,086	1,589,086	0	0	140,187
Grand Total						7,221,987	7,162,207	7,080,951	0	0	655,432

Prepared by:
 Jessica Crawford
 Treasurer

		Balance	2023 Year End	Balance	2024	2024	2024	2024
		31/Dec/23	Adjustments	1/Jan/24	Transfers	YTD	Transfers	YTD
EARMARKED RESERVES					In	Interest	Out	Balance
01-3511	Administration	221,465.75	866.14	222,331.89			(85,975.00)	136,356.89
01-3512	Tax Write Offs	102,242.36		102,242.36				102,242.36
01-3513	Election Reserve	6,000.00		6,000.00				6,000.00
01-3514	Fire Department - Vehicles	358,668.57		358,668.57				358,668.57
01-3515	Fire Department - Buildings	328,000.00		328,000.00				328,000.00
01-3516	Fire Department - Comm Equipment	175,208.34		175,208.34				175,208.34
01-3517	Policing Costs	110,715.00		110,715.00				110,715.00
01-3518	Cemeteries	17,253.60		17,253.60				17,253.60
01-3519	Building Dept Reserve	69,233.99		69,233.99				69,233.99
01-3520	Public Works	612,699.39	27,951.51	640,650.90			(328,594.00)	312,056.90
01-3521	Winter Control	168,900.24		168,900.24				168,900.24
01-3522	Environmental Services - Low Lift	95,821.56		95,821.56				95,821.56
01-3525	Environmental Services - Storm Sewers	432,040.01		432,040.01				432,040.01
01-3526	Landfill Closure Reserve	91,000.00		91,000.00				91,000.00
01-3527	Recreation	209,024.46	70,000.00	279,024.46			(61,480.00)	217,544.46
01-3528	Planning Reserve	20,000.00		20,000.00				20,000.00
01-3529	Twp Municipal Drain Reserve	15,000.00		15,000.00				15,000.00
01-3531	Safe Restart COVID-19 Reserve	148,025.00	(90,000.00)	58,025.00			(58,025.00)	-
01-3532	Insurance Reserve	55,778.71		55,778.71				55,778.71
		3,237,076.98	8,817.65	3,245,894.63	-	-	(534,074.00)	2,711,820.63
01-3540	Working Funds	750,000.00		750,000.00				750,000.00
	Total Reserves	3,987,076.98	8,817.65	3,995,894.63	-	-	(534,074.00)	3,461,820.63

		Balance	2023 Year End	Balance	2024	2024	2024	2024
		31/Dec/23	Adjustments	1/Jan/24	Transfers	YTD	Transfers	YTD
RESERVE FUNDS					In	Interest	Out	Balance
98-3801	GIC Investment	1,828,513.60		1,828,513.60	1,250,000.00	41,072.29	(1,835,935.14)	1,283,650.75
98-3816	Industrial Park Investment- HISA account	262.02		262.02		7.26		269.28
98-3813	Industrial Park Land	873,096.99		873,096.99	585,935.14	35,332.83		1,494,364.96
98-3814	Raw Water Supply System	542,846.70	(267,926.45)	274,920.25		9,848.37		284,768.62
98-3803	Industrial Park Wastewater	53,066.23	(10,227.40)	42,838.83		1,037.41		43,876.24
98-3804	Industrial Park Water	217,960.55	513.67	218,474.22		5,290.72		223,764.94
98-3805	Johnstown Water Wells	57,985.59		57,985.59		1,404.22		59,389.81
98-3812	CCBF- Gas Tax Grant	260,138.73		260,138.73		6,299.69		266,438.42
98-3807	Cardinal Hydro	180,397.84		180,397.84		4,368.63		184,766.47
98-3806	Spencerville Wastewater	398,255.14	681.95	398,937.09		9,660.90		408,597.99
98-3808	Cardinal Wastewater	(861,896.35)	27,705.17	(834,191.18)	1,030,150.00	4,745.46		200,704.28
98-3811	Cardinal Water	615,650.30	140,809.45	756,459.75		18,318.91		774,778.66
98-3817	Ontario Modernization Fund	236,218.95		236,218.95		5,720.43		241,939.38
98-3818	OCIF Formula Based Fund	294,801.72		294,801.72		7,139.11		301,940.83
98-3819	Dedicated Capital Reserve Fund (Port)	1,046,253.38		1,046,253.38	120,830.00	26,799.74		1,193,883.12
	Total Reserve Funds	5,743,551.39	(108,443.61)	5,635,107.78	2,986,915.14	177,045.97	(1,835,935.14)	6,963,133.75
	GRAND TOTAL	9,730,628.37	(99,625.96)	9,631,002.41	2,986,915.14	177,045.97	(2,370,009.14)	10,424,954.38

Prepared by:
Jessica Crawford
Treasurer



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Regular Council

Date: July 22, 2024

Department: Finance

Topic: 2024 Q2 Budget Variance Report

Purpose: To receive the Q2 budget variance report.

Background: The attached report is a summary of revenue and expenses for the period ending June 30, 2024, with a comparison to the 2nd quarter of 2023.

For this period, it is anticipated that expenses should be at approximately 50% of the budget with 50% of the budget remaining. To note that some revenues and expenses are not cyclical in nature and may occur at specific times of the year. For example, projects that are dependent on weather conditions such as roadwork will not be shown in the first or second quarter since the work will be completed in the second half of the year when weather conditions are optimal, and those expenses will be shown in Q3/Q4 when most of the work will be completed.

The report shows that there is 62.26% of the budget remaining of the overall departmental revenue and operating expenses. At this time, there have been some reserve transfers reflecting the work that has been completed regarding capital projects.

Some variances of note in revenues are as follows:

- Public Works revenue has 84.32% remaining, this will be captured in the third quarter as this is an annual payment received in September.
- Building permit fees are 67.09% of the budgeted amount, this is due to an increase in the issuance of permits as well as some larger projects that have started in Q2.

Some variances of note in expenses are as follows:

- Public Works vehicle expense budget has 38.33% remaining. This is due to an increase in repairs and replacements. These expenses have been discussed during the municipal disbursement's reports.

- Capital expenses are showing some expenses that relate to 2023 projects and should be noted that these amounts will not go against what was budgeted for in 2024 for capital expenses.
- Public Works capital expense increase is in relation to the purchase of the tandem axle plow truck which was delivered in Q2 and offset by the transfer from reserves.

Policy Implications: None

Financial Considerations: None

Recommendation: THAT Council receive the 2024 Q2 Budget Variance Report as presented.



Treasurer



CAO

TOWNSHIP OF EDWARDSBURGH CARDINAL
YTD Budget Variance Report
As of June 30, 2024

	2023 YTD Actual	2024 Budget	2024 YTD Actual	Variance to 2024 Budget	%
					remainin
REVENUES					
Taxation,Grants and Payments-In-Lieu					
Taxation Revenue	6,099,253.69	6,897,166.00	6,357,132.69	(540,033.31)	7.83-
Penalty on Taxes	42,223.34	90,000.00	44,943.85	(45,056.15)	50.06-
Grant in Lieu		198,504.00	(224.63)	(198,728.63)	100.11-
Ontario Municipal Partnership Fund	337,150.00	673,300.00	336,650.00	(336,650.00)	50.00-
Port of Johnstown	500,000.00	1,000,000.00	500,000.00	(500,000.00)	50.00-
Total Taxation,Grants and Payments-In-Lieu:	6,978,627.03	8,858,970.00	7,238,501.91	(1,620,468.09)	18.29-
Department Revenues					
Administration	158,064.21	336,200.00	164,422.66	(171,777.34)	51.09-
Fire Department	28,351.81	36,500.00	7,609.86	(28,890.14)	79.15-
Cemeteries	63.47	100.00	15.68	(84.32)	84.32-
Protective Services	4,565.00	4,800.00	2,995.00	(1,805.00)	37.60-
Building	42,957.55	102,000.00	68,433.39	(33,566.61)	32.91-
By-Law Enforcement	2,829.75	3,500.00	1,853.00	(1,647.00)	47.06-
Public Works	3,921.00	59,000.00	8,907.82	(50,092.18)	84.90-
Waste Disposal & Transfer Site	6,047.50	17,500.00	6,451.98	(11,048.02)	63.13-
Curbside Waste & Recycling	151,724.81	361,920.00	115,325.25	(246,594.75)	68.14-
Parks & Recreation					
Recreation Adminsitration		50,000.00		(50,000.00)	100.00-
Parks		63,400.00	100.00	(63,300.00)	99.84-
Ball Diamonds		1,500.00		(1,500.00)	100.00-
Cardinal Pool		5,000.00	10,000.00	5,000.00	100.00
Johnstown Pool/ Summer Day Camp	78,022.50	90,000.00	46,831.00	(43,169.00)	47.97-
Cardinal Arena	150,886.65	284,700.00	103,645.60	(181,054.40)	63.59-
Spencerville Arena	118,017.60	209,760.00	102,376.15	(107,383.85)	51.19-
Canteen	65,262.24	110,000.00	30,357.76	(79,642.24)	72.40-
South Centre	2,128.13	3,500.00	2,177.12	(1,322.88)	37.80-
Sub-total Parks & Recreation:	414,317.12	817,860.00	295,487.63	(522,372.37)	63.87-
Planning	7,097.04	9,000.00	3,150.00	(5,850.00)	65.00-
Economic Development		28,342.00		(28,342.00)	100.00-
Agricultural Drainage		32,500.00		(32,500.00)	100.00-
Total Department Revenues:	819,939.26	1,809,222.00	674,652.27	(1,134,569.73)	62.71-

TOWNSHIP OF EDWARDSBURGH CARDINAL
YTD Budget Variance Report
As of June 30, 2024

	2023 YTD Actual	2024 Budget	2024 YTD Actual	Variance to 2024 Budget	%
					remainin
Capital Revenues					
Administration		319,000.00	144,000.00	(175,000.00)	54.86-
Fire Department		102,500.00		(102,500.00)	100.00-
Public Works		3,203,869.00	421,760.00	(2,782,109.00)	86.84-
Storm Water Management	1,135,033.08		3,100.00	3,100.00	
Recreation		61,480.00	61,480.00		
Total Capital Revenues:	1,135,033.08	3,686,849.00	630,340.00	(3,056,509.00)	82.90-
TOTAL REVENUES:	8,933,599.37	14,355,041.00	8,543,494.18	(5,811,546.82)	40.48-
OPERATING & CAPITAL EXPENSES					
Department Operating Expenses					
Council	65,703.92	159,860.00	90,522.93	69,337.07	43.37
Administration	635,432.65	1,378,966.00	780,191.03	598,774.97	43.42
Fire Department	254,479.04	705,199.00	261,288.65	443,910.35	62.95
Police Services	374,741.80	1,162,650.00	382,057.32	780,592.68	67.14
Conservation Authority	39,468.00	59,482.00	20,480.00	39,002.00	65.57
Cemeteries		5,000.00		5,000.00	100.00
Protective Services	8,151.40	22,045.00	9,659.93	12,385.07	56.18
Building	115,429.04	247,540.00	105,193.41	142,346.59	57.50
Bylaw Enforcement	20,213.26	46,801.00	18,973.18	27,827.82	59.46
Public Works					
Overhead Expenses	357,692.16	775,768.00	363,120.20	412,647.80	53.19
Vehicle Expenses	208,688.69	315,430.00	194,523.44	120,906.56	38.33
Shop Expenses & Fuel	105,582.71	182,500.00	88,720.91	93,779.09	51.39
Bridges & Culverts	7,377.60	57,500.00	35,479.97	22,020.03	38.30
Safety Devices	14,331.39	37,500.00	23,450.23	14,049.77	37.47
Roadside Maintenance	45,551.95	89,400.00	45,379.23	44,020.77	49.24
Hardtop Maintenance	79,428.90	277,000.00	46,101.30	230,898.70	83.36
Loosetop Maintenance	197,406.33	225,000.00	18,874.35	206,125.65	91.61
Winter Control	203,093.98	318,000.00	153,199.58	164,800.42	51.82
Street Lighting	18,751.38	46,000.00	15,640.23	30,359.77	66.00
Sub-total Public Works:	1,237,905.09	2,324,098.00	984,489.44	1,339,608.56	57.64
Johnstown Water Wells	538.31	15,500.00	464.50	15,035.50	97.00
Storm Sewer System	28,647.92	160,534.00	74,521.45	86,012.55	53.58

TOWNSHIP OF EDWARDSBURGH CARDINAL
YTD Budget Variance Report
As of June 30, 2024

	2023 YTD Actual	2024 Budget	2024 YTD Actual	Variance to 2024 Budget	% remainin
Waste Disposal & Transfer Site	78,222.53	158,189.00	70,636.57	87,552.43	55.35
Curbside Waste & Recycling	235,369.39	445,000.00	187,925.27	257,074.73	57.77
Parks & Recreation					
Recreation Administration	139,783.21	284,960.00	163,689.37	121,270.63	42.56
Parks	101,551.73	242,770.00	106,669.19	136,100.81	56.06
Ball Diamonds	3,742.95	6,940.00	3,195.90	3,744.10	53.95
Cardinal Pool	16,370.47	37,300.00	15,183.06	22,116.94	59.29
Johnstown Pool/Day Camps	37,899.20	222,400.00	51,862.59	170,537.41	76.68
Cardinal Arena	452,443.53	780,512.00	267,380.24	513,131.76	65.74
Spencerville Arena	186,565.73	365,440.00	209,543.90	155,896.10	42.66
Canteen	51,457.19	116,160.00	32,531.41	83,628.59	71.99
South Centre	18,631.19	26,290.00	13,601.33	12,688.67	48.26
Sub-total Parks & Recreation:	1,008,445.20	2,082,772.00	863,656.99	1,219,115.01	58.53
Libraries	71,057.44	171,850.00	75,476.12	96,373.88	56.08
Planning	55,672.76	249,012.00	64,747.76	184,264.24	74.00
Economic Development	51,071.47	188,900.00	49,835.10	139,064.90	73.62
Job Site Challenge	1,699.24				
Agricultural Drainage	10,140.91	50,715.00	15,269.57	35,445.43	69.89
Total Department Operating Expenses:	4,292,389.37	9,634,113.00	4,055,389.22	5,578,723.78	57.91

TOWNSHIP OF EDWARDSBURGH CARDINAL
YTD Budget Variance Report
As of June 30, 2024

	2023 YTD Actual	2024 Budget	2024 YTD Actual	Variance to 2024 Budget	% remainin
Transfers to Reserves					
Dedicated Capiital Reserve Fund					
Transfer to Reserve Fund	120,830.00	241,660.00	120,830.00	120,830.00	50.00
Fire Department		75,000.00		75,000.00	100.00
Public Works		100,000.00		100,000.00	100.00
Storm Water Management		25,000.00		25,000.00	100.00
Recreation Department		15,000.00		15,000.00	100.00
Total Transfers to Reserves:	120,830.00	456,660.00	120,830.00	335,830.00	73.54
Capital Expenses					
Administration	14,242.33	200,000.00	112,907.93	87,092.07	43.55
Fire Department		100,000.00		100,000.00	100.00
Public Works	1,819.30	3,703,808.00	700,553.85	3,003,254.15	81.09
Storm Water Management	1,453,624.35		176,303.71	(176,303.71)	
Waste Disposal & Transfer Site	6,728.06	22,000.00		22,000.00	100.00
Recreation	299,658.53	238,460.00	310,639.83	(72,179.83)	30.27-
Economic Development			(59,230.07)	59,230.07	
Total Capital Expenses:	1,776,072.57	4,264,268.00	1,241,175.25	3,023,092.75	70.89
Total OPERATING & CAPITAL EXPENSES:	6,189,291.94	14,355,041.00	5,417,394.47	8,937,646.53	62.26
SURPLUS (DEFICIT)	2,744,307.43	0.00	3,126,099.71	3,126,099.71	0.00



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Regular Council

Date: July 22, 2024

Department: Finance

Topic: 2024 Q2 Council Remuneration Report

Purpose: To receive the Q2 council remuneration report.

Background: The Township passed Bylaw 2020-12 on February 24, 2020. This bylaw established the rules pertaining to reimbursement of eligible expenses of council members.

Section 9 b) of the bylaw indicates that the Treasurer will prepare a quarterly report that will be reviewed by council and posted on the Township website.

Section 6 a) viii) of the bylaw states “All expenses shall be reimbursed upon submission of a completed and signed expense sheet. The form shall be submitted within a reasonable time after the conference or seminar or by the 15th of each month in order to be included in the monthly council cheque run.”

The statement for the 2nd quarter of 2024 up to June 30th, 2024, contains all expenses that have been submitted for reimbursement.

Policy Implications: None.

Financial Considerations: None.

Recommendation: THAT Council receives the 2024 Q2 council remuneration report as presented.



Treasurer



CAO

**Township of Edwardsburgh/Cardinal
Council Remuneration and Expenses
updated as of June 30, 2024**

	Council Honourarium as of June 30, 2024	Special Meetings Allowance	Council Cell Phone Allowance as of June 30, 2024	Conferences, Training & Development	Mileage & Other Expenses as of June 30, 2024	Subtotal of Expenses- Conferences/ Mileage	Annual Expense Allowance- Bylaw 2020-12	Remaining Expense Allowance	Total Honourarium & Expenses
T Deschamps	8,315.70	0.00	0.00	91.63	0.00	91.63	4,000.00	3,908.37	8,407.33
S Dillabough	6,652.50	0.00	0.00	1,999.51	23.79	2,023.30	3,500.00	1,476.70	8,675.80
J Martelle	5,543.76	0.00	0.00	1,942.05	0.00	1,942.05	3,500.00	1,557.95	7,485.81
W Smail	5,543.76	0.00	0.00	1,912.68	176.29	2,088.97	3,500.00	1,411.03	7,632.73
C Ward	5,543.76	0.00	0.00	2,431.88	0.00	2,431.88	3,500.00	1,068.12	7,975.64
TOTALS	31,599.48	0.00	0.00	8,377.75	200.08	8,577.83	18,000.00	9,422.17	40,177.31

Committee: Council

Date: July 22, 2024

Department: Community Development

Topic: Application for Severance, 2302 Ventnor Road (IN Engineering for Craddock)

Purpose: To review 2 applications for severance, B-74-24 and B-75-24, which propose the creation of 2 new lots on Ventnor Road, in the Rural Policy Area.

Summary: The application review looks at access to the property from Ventnor Road and the registered hydro easement; the MTO permit control area; Minimum Distance Separation setbacks, and the required lot frontage in the Rural zone. Staff do not have concerns with the applications, provided the applicant is granted relief from the zoning bylaw to permit a 20m lot frontage for the retained parcel.

Background: On behalf of the property owners, IN Engineering has submitted 2 severance applications for the property at 2302 Ventnor Road. The subject property is an 8.5 ha and contains a single dwelling. The property is a corner lot with access from Ventnor Road, adjacent to County Road 44 and just east of highway 416. Surrounding properties are mainly developed for residential use, with some livestock facilities nearby at 2202 and 2210 Ventnor Road.

- Application B-74-24 proposes one new 1.33ha lot on the east side of the property with 65m of frontage on Ventnor Road.
- Application B-75-24 proposes one new 2.38 ha lot with 67.2m of frontage on Ventnor Road, and includes the existing single dwelling.
- The retained parcel would be 4.77 ha with 20m of frontage on Ventnor Rd.

Both applications share that the Owner recognizes the housing crisis and wishes to create new lots for future residential homes within the rural area.

Through the preconsultation process, the applicant learned that entranceways for the new lots from County Road 44 would not be feasible. The lot configuration proposed allows access from Ventnor Road. An easement for a hydro pole line on the property along Ventnor Road is registered on the property. The application confirms through the parcel register documents that the agreement does not prevent an entranceway over the easement.

The property is within the MTO's permit controlled area. The Ministry have commented on the application and note that there are no concerns with the proposed new lots. Ministry approvals are required before construction of any buildings or structures.

Policy Implications: The subject land is within the Rural Policy Area of the Township Official Plan and zoned Rural (RU) as per our Zoning Bylaw 2022-37, as amended.

Official Plan

For the Rural Policy Area, the Official Plan provides policies to provide for the long-term orderly development of the rural lands in a manner which is consistent with ensuring the protection of natural and environmental resources, while providing opportunities for a modest amount of compatible development and a diversified rural economy (3.4.1) The OP permits limited, low-density residential development in the Rural Policy Area (3.4.2).

Issues of land use compatibility between agricultural and non-agricultural uses are addressed using OMAFRA's Minimum Distance Separation formulae (6.16.2.1). Setbacks were calculated for the livestock facilities at 2210 and 2202 Ventnor Road. Although the new lot is closer than the required 162m setback for 2210 Ventnor Road, MDS implementation guidelines allow the setback to be measured to a 0.5ha building envelope on the new lot, which can be accommodated outside the setback. It has been determined that the proposed lots will meet the required setbacks from the livestock facilities.

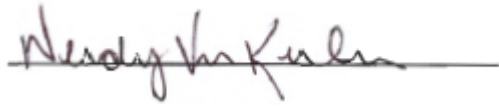
The proposed severances result in a retained lot with 20m of frontage for a stretch of 174m, creating a flag-shaped through lot that abuts County Road 44. The Official Plan does not permit land division that results in a situation where a lot would have unusually limited road frontage relative to its width or area, such that the existing or potential ability to use the lot in an appropriate fashion is significantly undermined by such limited road frontage (7.1.1.2). It is staff's opinion that the limited road frontage would not significantly undermine the potential ability to use the lot, although staff note that the 20m access area is limited in development opportunity and there may be additional costs associated with a longer driveway and accessing hydro services.

Zoning Bylaw

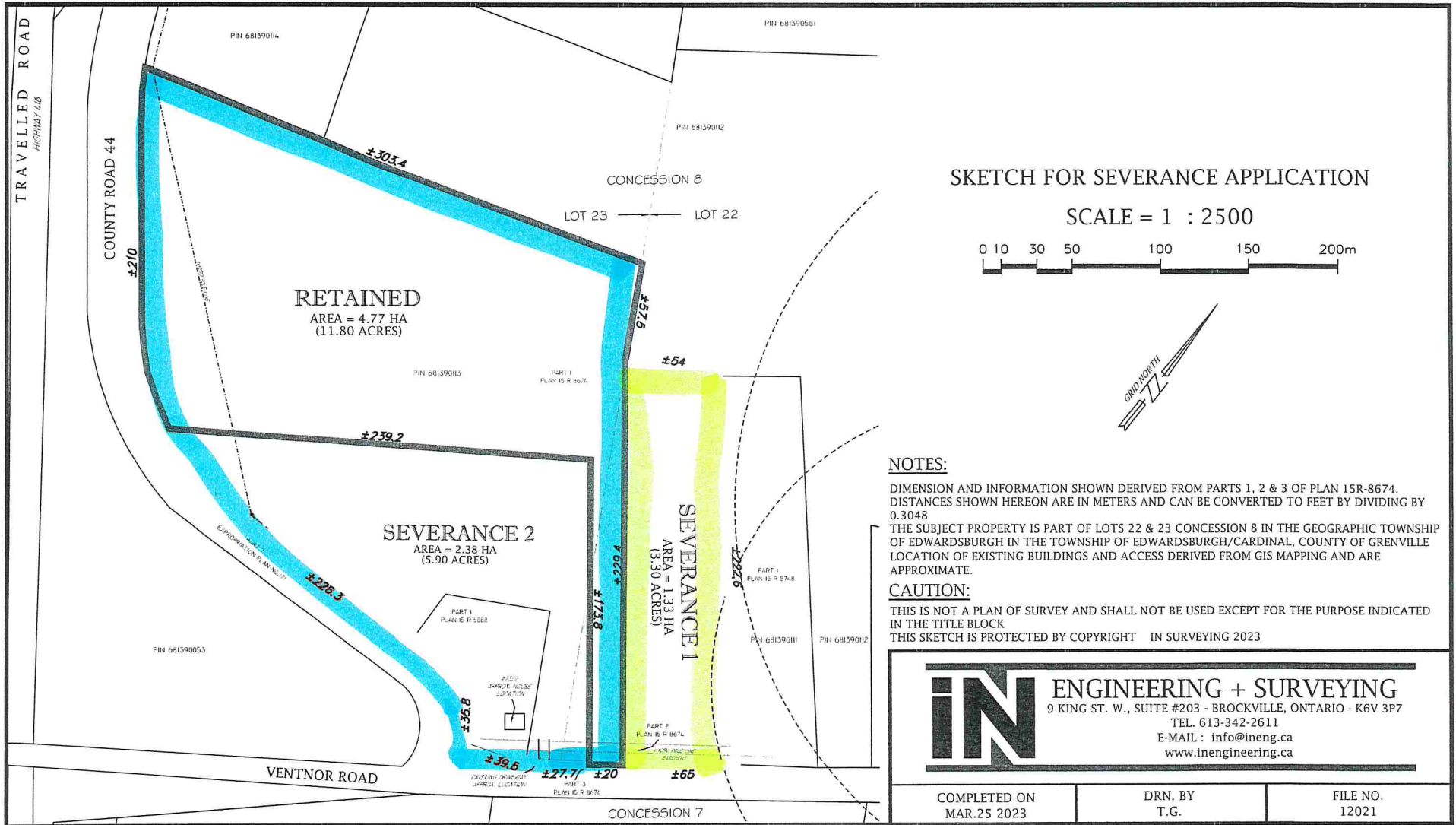
The retained parcel would not meet the minimum 45m of lot frontage required in the Rural zone. Relief from the zoning bylaw would be necessary to permit the 20m frontage that is proposed. The proposal complies with all other provisions for the Rural zone, section 12.1 and the applications meet the required MDS setbacks (3.15).

Financial Considerations: The applicant has submitted the required fee for the severances to the Township.

Recommendation: That Council recommend in favour of severance application B-74-24; and that Council recommend in favour of severance application B-75-24 conditional upon the Applicant/Owner obtaining relief from the zoning bylaw, as necessary, to permit the deficient lot frontage for the retained lot.

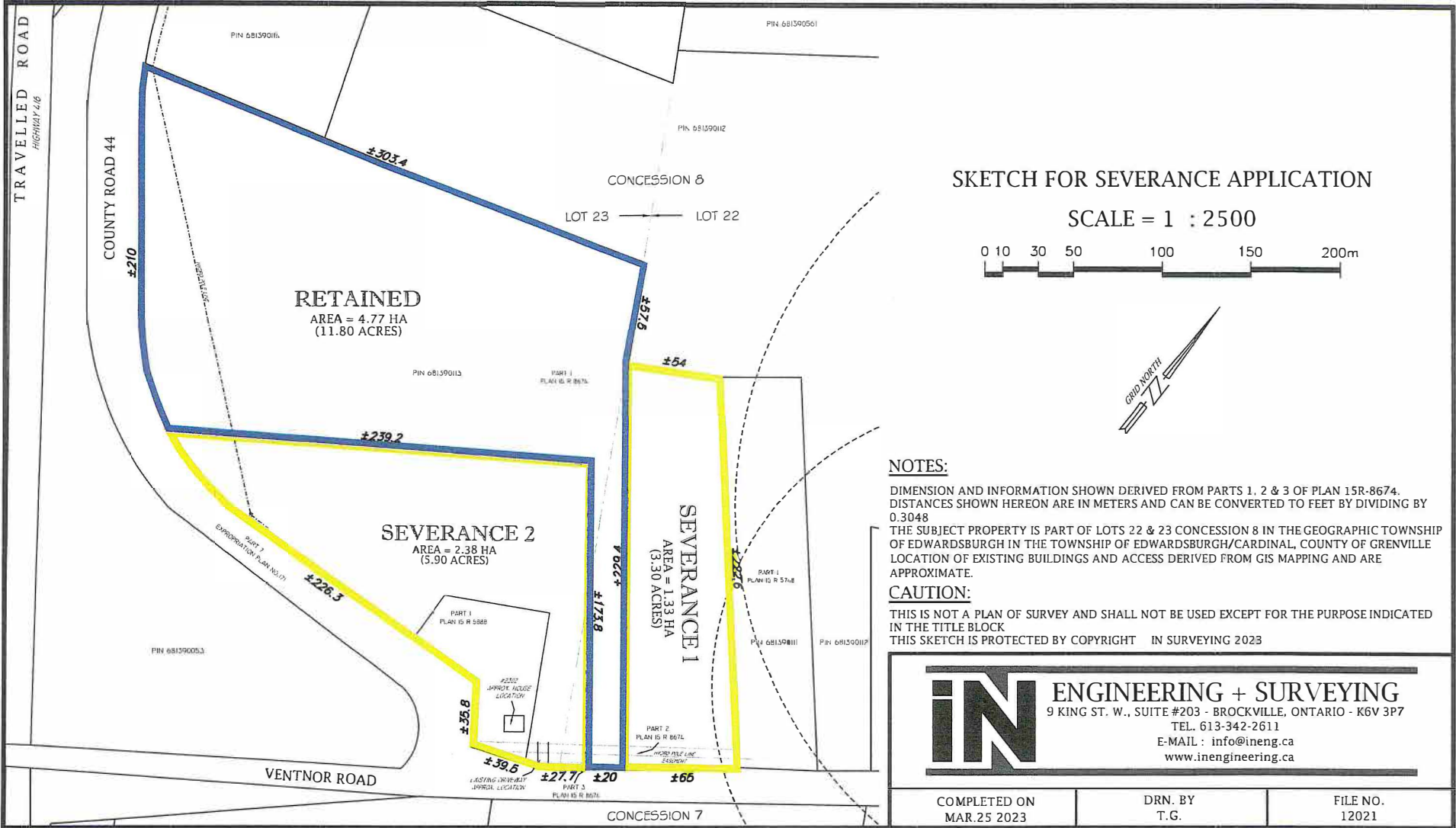
A handwritten signature in dark ink, appearing to read "Nereida V. Kuehn", is written over a solid horizontal line.

Community Development Coordinator

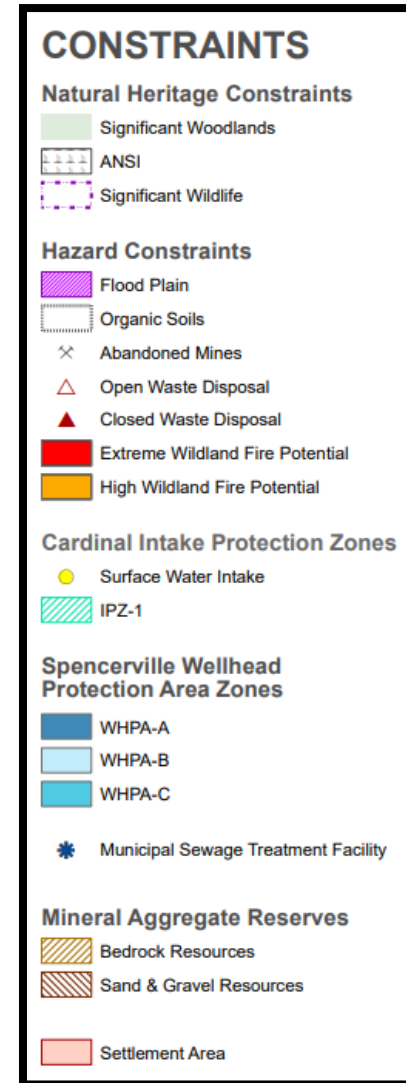
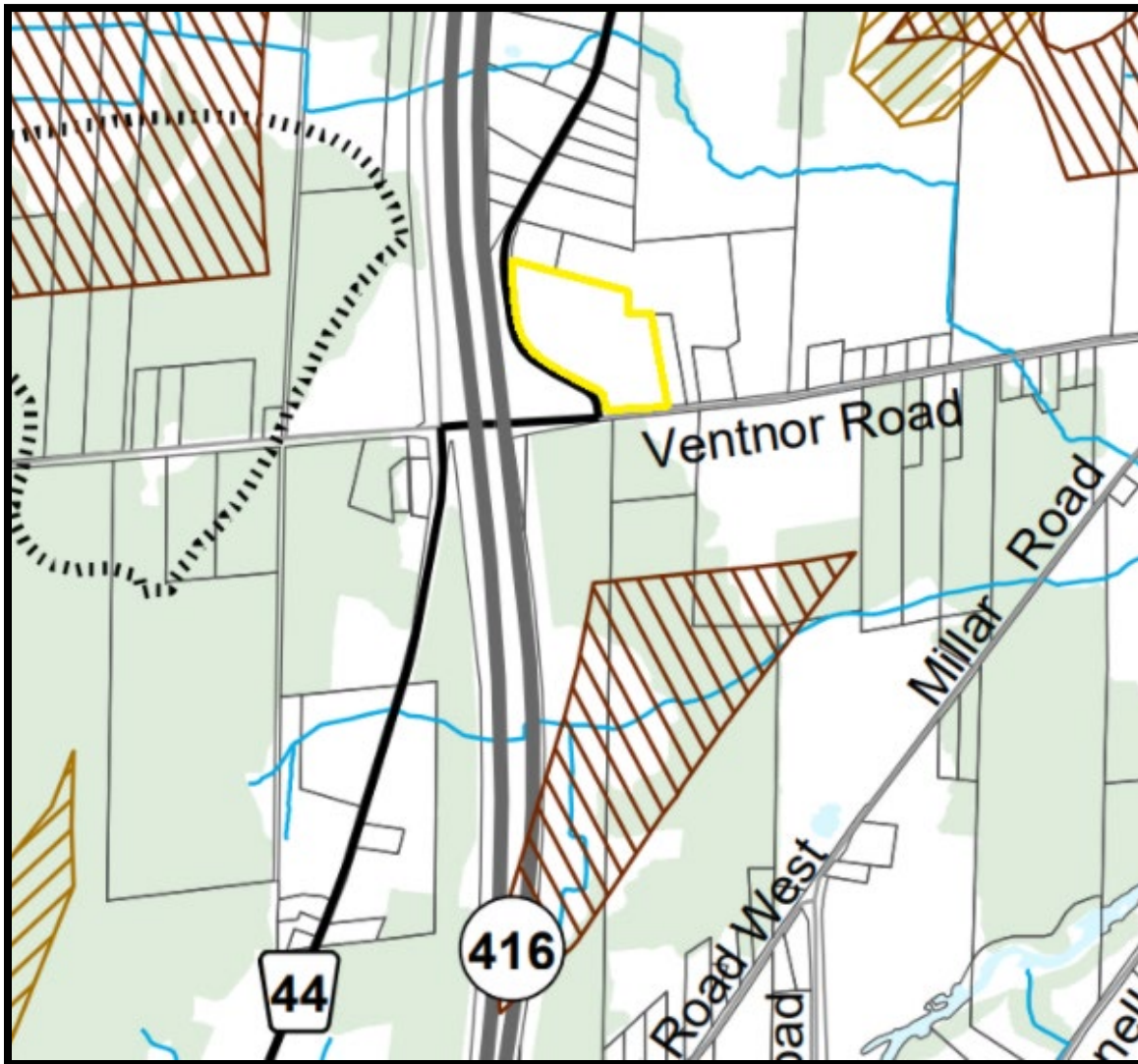


Severed Lands
 Retained Lands

Application B-74-24

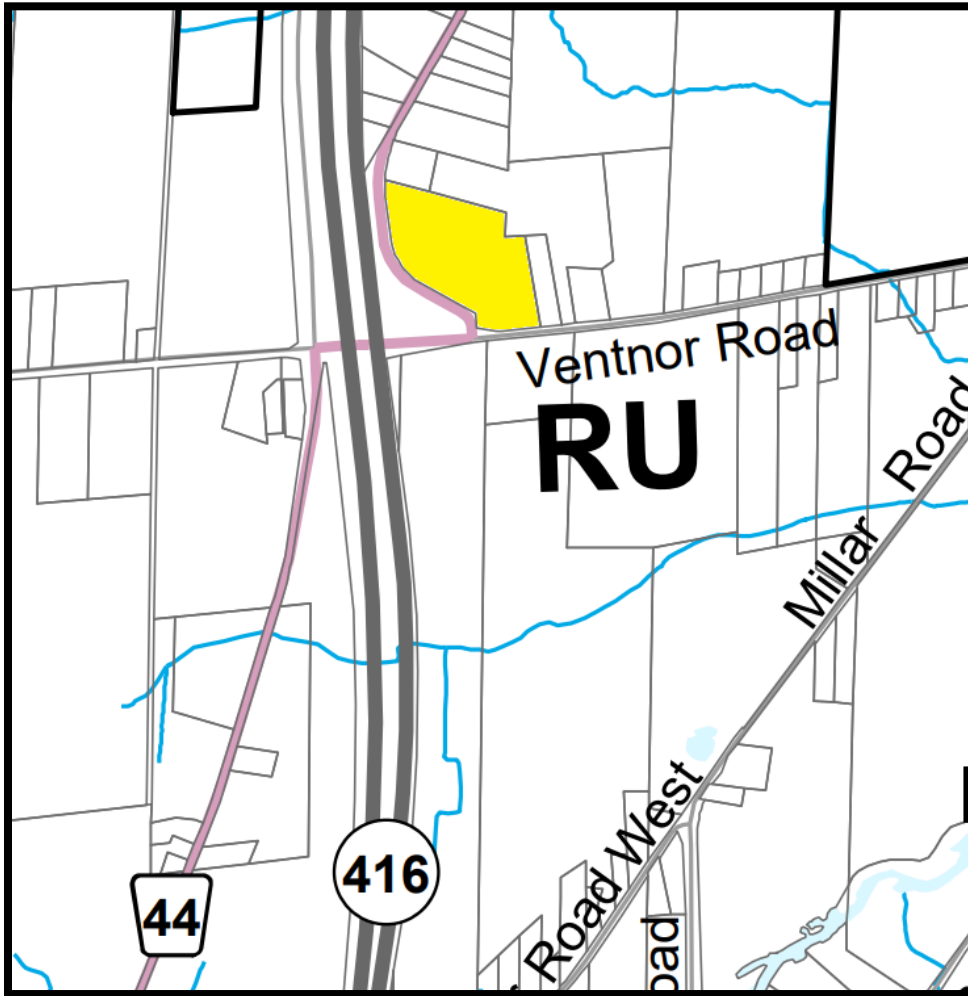


Application B-75-24



Excerpt of Township Official Plan - Schedule B

Boundary of Subject Land



Excerpt of Township Zoning Bylaw - Schedule A

■ Subject Land

Land development review number: MTO-LD-2024-420-000310

Completed

Date received: Jul 2, 2024

MTO group ID: N/A

MTO group name: N/A

Project / site name: consent application

Highway number: 416

Municipality: TOWNSHIP OF EDWARDSBURGH/CARDINAL

Jul 4, 2024

MM

Manan Monga,(Regional CMO)

11:31 A.M.

To

Krista Weidenaar <krista.weidenaar@uclg.on.ca>

Cc

Tarique Kamal <Tarique.Kamal@ontario.ca>

B-75-24 and B-74-24- Consent application- Highway 416

Consent (i.e severance/easement)Final correspondence

Krista Weidenaar

Planning Department

United Counties of Leeds & Grenville

+1 (613) 342-3240 Ext. 2414

krista.weidenaar@uclg.on.ca

Thank you for circulating the application of consent for lands part Lot 22 and 23, Concession 8 in the municipality of Edwardsburgh/Cardinal to the Ministry of Transportation (MTO) for review. We have reviewed the application in accordance with the Public Transportation and Highway Improvement Act (PTHIA) and the Highway Corridor Management Manual to offer the following comments:

- The ministry has completed its review of the proposed severance of the land parcel located at the civic address of 2302 Ventnor Road, and the ministry has no objections to the creation of 2 new lots.
- Please note that under the PTHIA, the Ministry controls land use within 45 meters of MTO right-of-way and 395 meters from the center-point of the highway intersection. Ministry approvals are required prior to the construction and/or alteration of any buildings and/or structures and prior to the issuance of any municipal building permits or approvals as per Section 8. (2) (a) of the Building Code Act.
- Permit applications can be submitted online using the Highway Corridor Management Online Services at HCMS - Highway Corridor Management System (gov.on.ca)

Thank you,

Manan Monga
Transportation Technician
Highway Corridor Management
Ministry of Transportation of Ontario

Committee: Council

Date: July 22, 2024

Department: Community Development

Topic: Application for Severance, 1212 Crowder Road (Dobbie)

Purpose: To review application B-81-24 to sever a lot with a dwelling deemed surplus to an agricultural operation at 1212 Crowder Road, in the Agricultural Resource Policy Area.

Background: Brent Dobbie is the owner of a property at 1212 Crowder Rd. The parcel is approximately 79 hectares and is currently farmed. It is home to a dwelling and accessory buildings on private services, accessed by a long (350m) driveway from Crowder Road. Surrounding properties are a mix of agricultural and residential uses. The parcel is approximately 210m from land designated and zoned for mineral aggregate reserves and Schedule B of the Official Plan maps aggregate resources on the property.

The owner of the subject land owns and farms adjacent and nearby properties throughout the Township. The existing dwelling and accessory buildings are deemed surplus to the needs of the agricultural operation and the owner proposes a severance to create a new 0.85 ha lot for these structures, with the intent to continue farming the agricultural land. The application includes a 6.5m easement over the driveway to access the retained farm parcel.

Policy Implications: The subject land is designated Agricultural Resource Policy Area in the Township's Official Plan and zoned Agriculture in the zoning bylaw.

Official Plan

The Township's Official Plan prohibits the creation of new residential building lots in the Agricultural Resource Policy Area, but permits lot creation for existing dwellings that are surplus to a farming operation as a result of farm consolidation, subject to the following conditions (section 3.5.3.2.):

- *The retained farm parcel will be zoned so as to prohibit the construction of any additional dwellings;*

It is recommended that a zoning amendment be required as a condition of severance approval to prohibit future non-agricultural uses, including residential uses on the retained parcel.

- *The new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services;*

The new lot is proposed to be approximately 0.85 acres and incorporates the dwelling, private servicing, and accessory buildings. A change of use permit has been issued for the accessory buildings so that they are no longer considered agricultural buildings.

- *The surplus dwelling will be zoned to recognize the non-farm residential use, as required.*

The existing single detached dwelling and accessory structures on the proposed severed parcel are permitted in the Agricultural zone.

No further investigation was completed concerning mapped and designated aggregate reserves because no new sensitive land uses are being introduced (6.16.1.1).

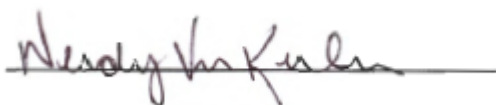
Zoning Bylaw

Despite the minimum lot size in the Agriculture zone, section 13.1.3.2 provides that where an existing dwelling is deemed surplus and severed for residential use, the lot may be used for a single dwelling in accordance with the provisions of section 6.1.2. The 0.85 ha lot size is permitted in the zoning bylaw and consistent with the direction provided in the OP.

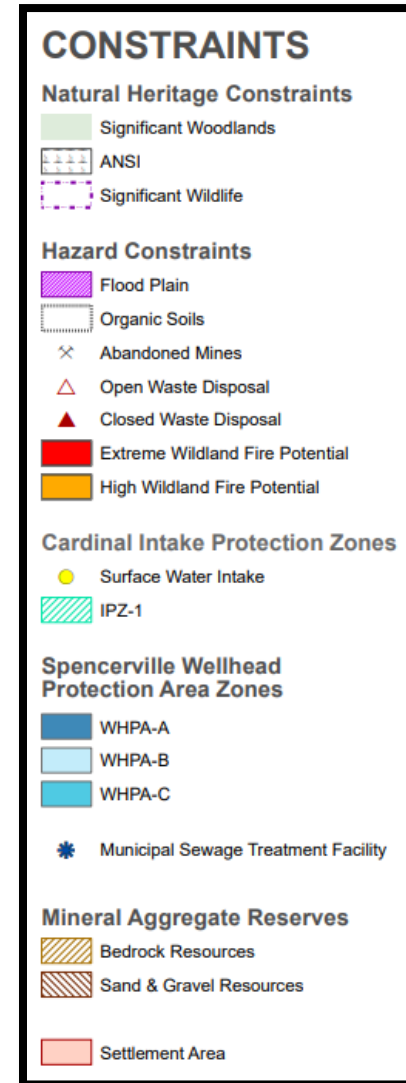
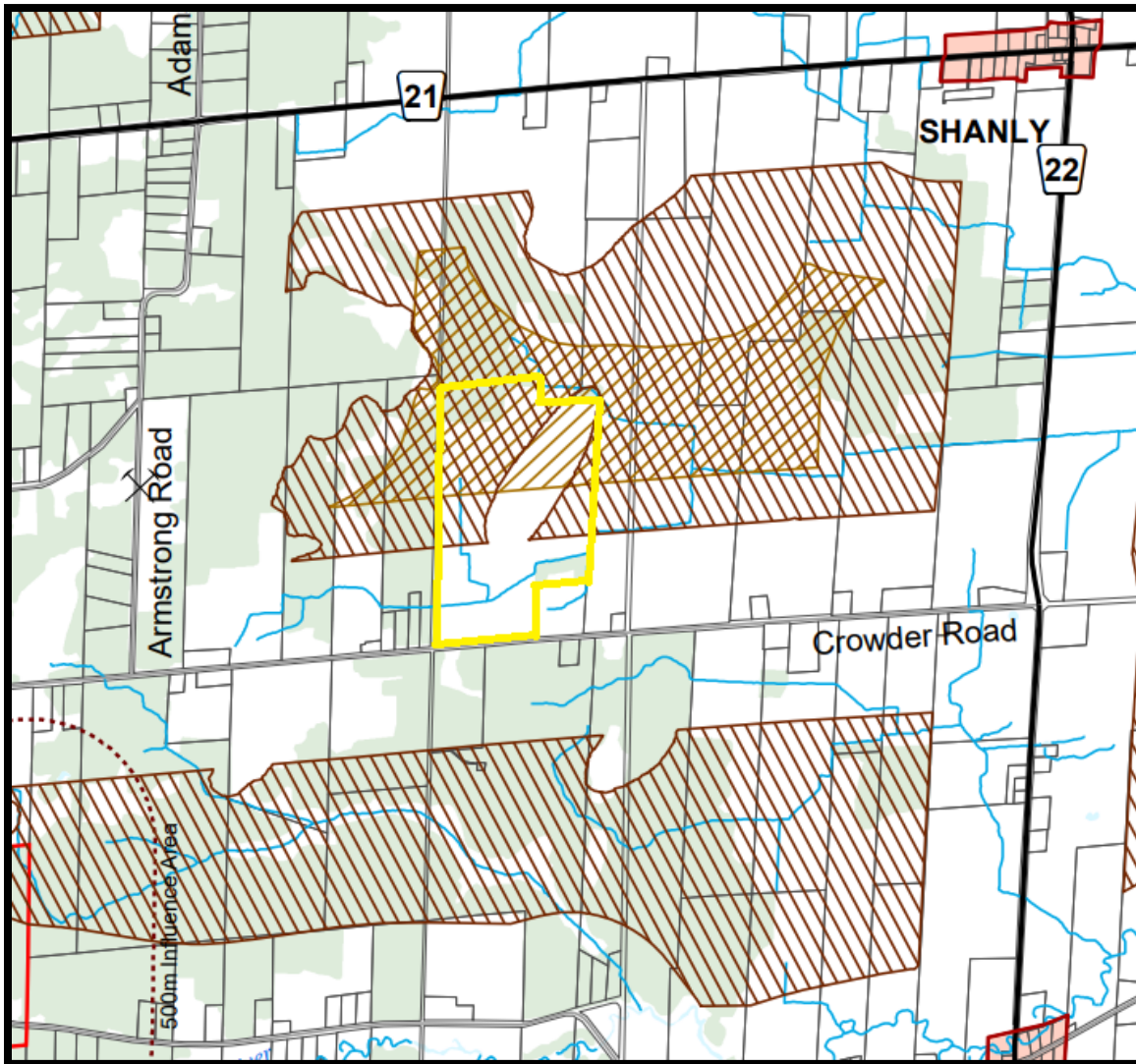
The minimum lot frontage in the Agriculture zone is 70m. In order to keep more agricultural land with the farm parcel, the frontage for the severed lot is limited to the width of the driveway, which is approximately 11m at the front lot line. Relief from the zoning bylaw would be required to permit the reduced frontage. It is suggested that this be addressed through the same zoning amendment application to prohibit future residential use on the retained land.

Financial Considerations: The applicant has remitted the required fee for the severance to the Township.

Recommendation: That Council recommend in favour of severance B-81-24, including the proposed easement, with the condition that a zoning bylaw amendment is obtained to address the deficient lot frontage on the severed lot and prohibit future non-agricultural use, including residential uses, on the retained parcel.

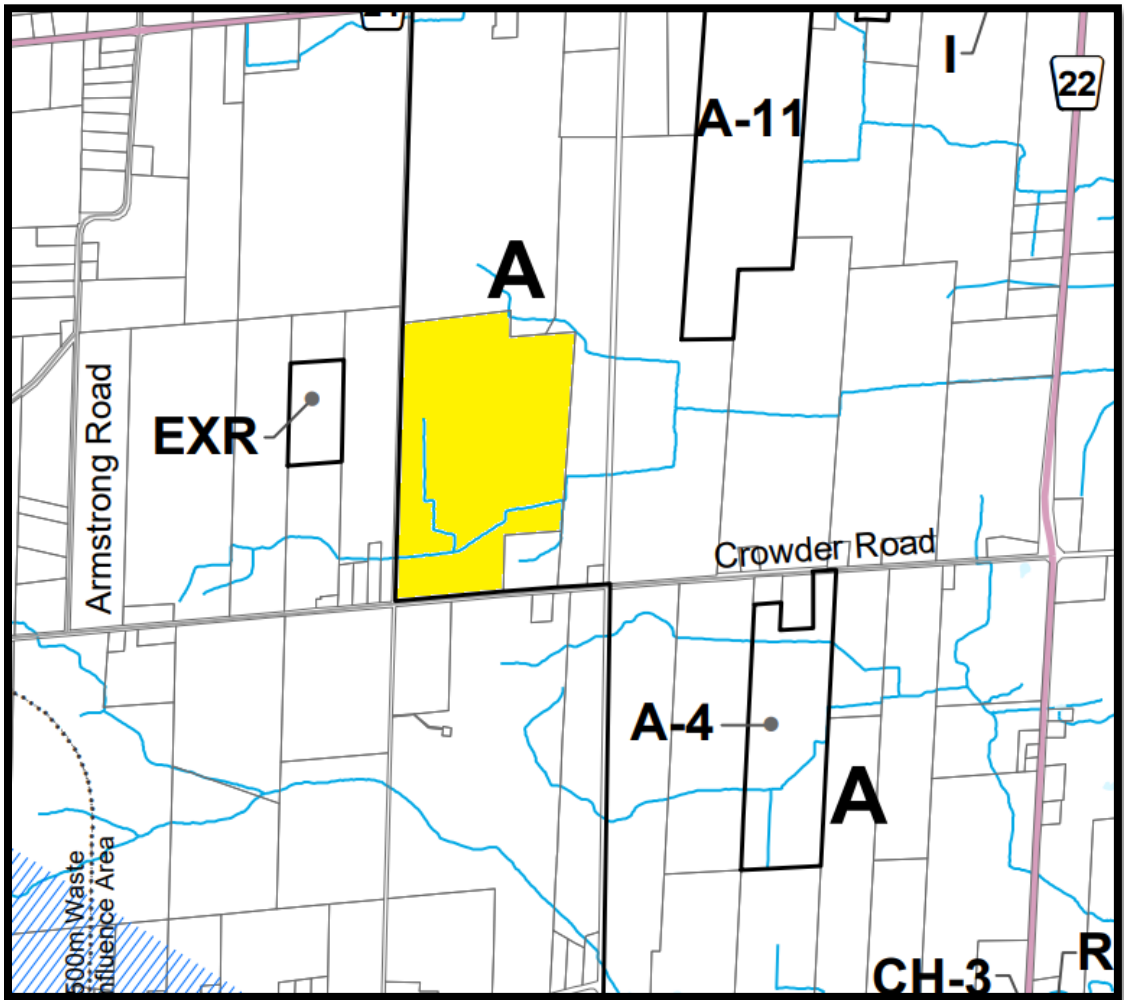


Community Development Coordinator



Excerpt of Township Official Plan - Schedule B

Boundary of Subject Land



Overlay Zones

- Flood Plain Overlay

Source Water Protection Overlay

- Intake Protection Zone Overlay (IPZ-1)
- Wellhead Protection Area A Overlay (WHPA-A)
- Wellhead Protection Area B Overlay (WHPA-B)
- Wellhead Protection Area C Overlay (WHPA-C)

Settlement Policy Area

Waterbody

Watercourse

Within these areas certain Zoning By-law Provisions require that reference be made to the Official Plan

TRANSPORTATION

- Provincial Highway
- County Road
- Township Road
- Private Road
- Active Railway
- Abandoned Railway

Excerpt of Township Zoning Bylaw - Schedule A

Subject Land

Agricultural





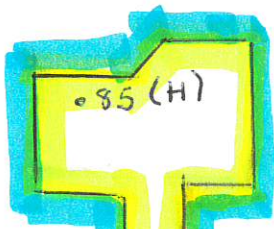
CON 6 PT
Lots 11 and 12 RP 1569412 PT
Part 1

Bush

municipal drain

Road Allowance unopened

-  Severed Lands w/ easement over driveway
-  Retained Lands



85 (H)

6.5 m

350 metres long

municipal drain

20m

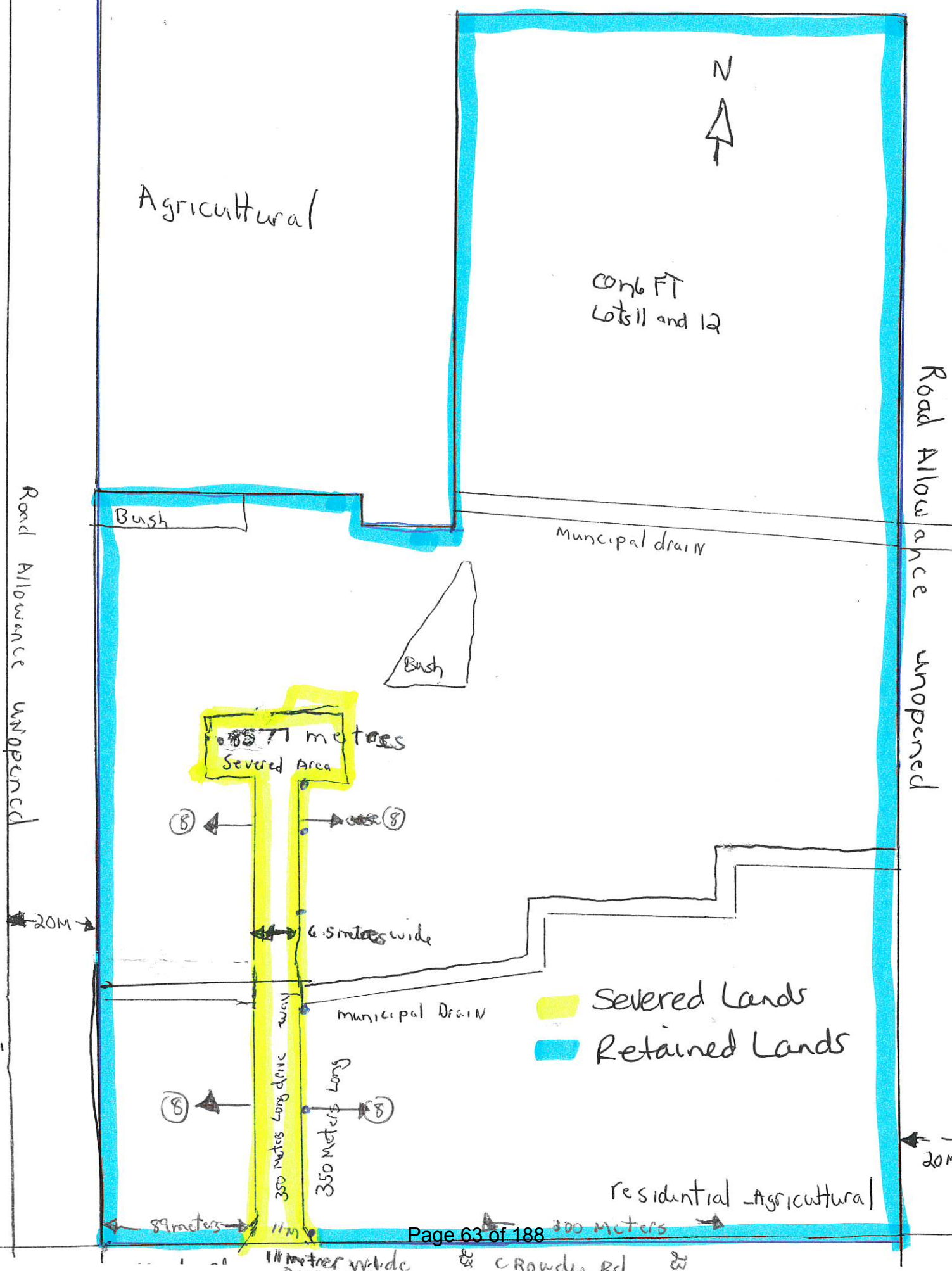
20m

89m

300 metres

11 metres access driveway to crowder

Road Allowance unopened



Agricultural

0.76 FT
Lots 11 and 12



Road Allowance unopened

Road Allowance unopened

Bush

municipal drain

Bush

71 metres
Severed Area

⑧ ← → ⑧

20M

6.5 metres wide

municipal Drain

Severed Lands
Retained Lands

⑧ ← → ⑧

350 Meters Long Drive Way

350 Meters Long

20M

Residential - Agricultural

89 metres

11 metre wide Driveway

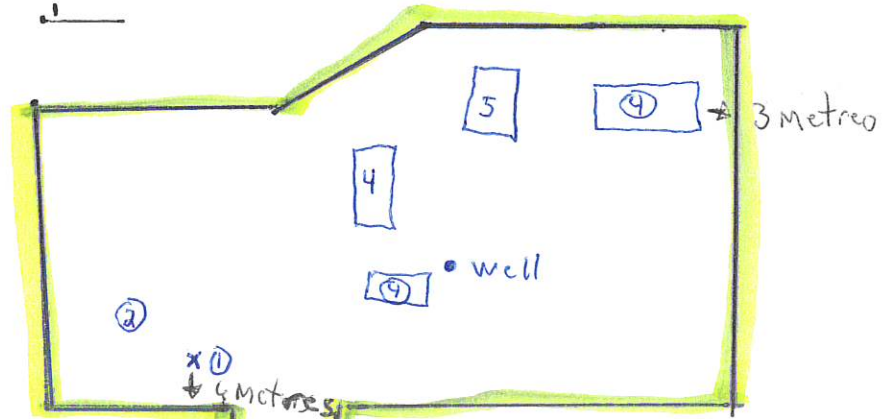
300 metres

Crowder Rd

25M

1212 crowder Rd

N
↑



total Area is 8577 metres

Legend

- 1. House
- 2. Septic
- 3. well - 30 metres from Lot Line
- 4. Sheds
- 5. Coverall
- 6. Driveway - 6.5 metre wide onto road at the Road its 11 metres
- 7. 11 metres access onto crowder Rd
- 8. easement to retained land

Con 6
Lots 11 and 12

23
↑
↓

11m
⑦

crowder Rd

TOWNSHIP OF EDWARDSBURGH CARDINAL

July 22, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council receives the 2024-2028 Township of Edwardsburgh Cardinal's Strategic Plan as presented.

COPY

Carried Defeated Unanimous

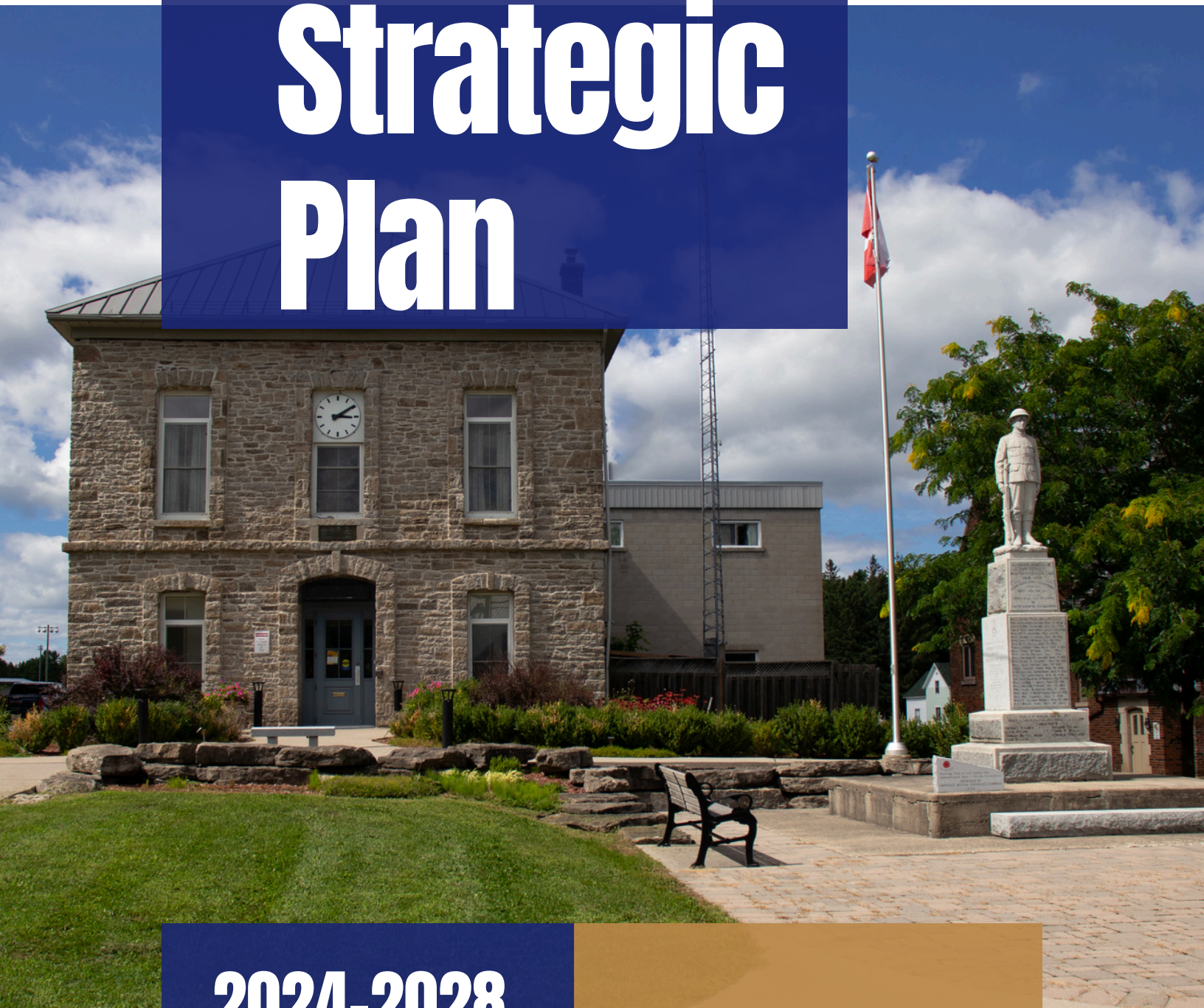
Mayor: _____

RECORDED VOTE REQUESTED BY: _____

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

TOWNSHIP OF
EDWARDSBURGH
CARDINAL

Strategic Plan



2024-2028

Presented by:



TWP
EC

EDWARDSBURGH CARDINAL

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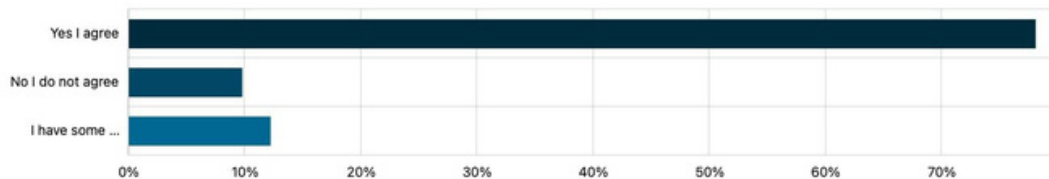


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4	Message from the Mayor	12-13	Financial Sustainability
5	Mission and Vision	14-16	Infrastructure
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Executive Summary

The Township of Edwardsburgh Cardinal's Strategic Plan (2024 - 2028) is a collaborative endeavour that outlines our vision, mission, values, and key priorities to guide our community's growth and development. In creating this plan, we engaged residents, businesses, community partners, and Township Council and Staff to ensure it reflects our collective aspirations.

When asked about your agreement with the listed draft priorities, an impressive 90.25% responded positively, 79% stating "Yes I agree" and 11.25% stating "Yes, and I have some suggestions". Throughout our various engagement efforts, we received excellent feedback and suggestions that helped to guide this strategic plan.



The development of this plan has been a collaborative journey, involving public engagement to capture the essence of what matters most to our community. Through this process, we've redefined our mission, vision, and values and set forth ambitious objectives and key initiatives that chart the course for the Township of Edwardsburgh Cardinal's future.

The plan focuses on six key priority areas:

- Liveable Community
- Good Governance
- Financial Sustainability
- Infrastructure
- Growth & Economic Development
- Environment

Our shared objective is to cultivate a cohesive community, enhancing both wellness and cultural richness, by building on past successes and looking forward to a promising future.

This executive summary offers a glimpse into the core components and objectives of our municipal strategic plan. In the following pages, you will find a comprehensive exploration of our vision, mission, Values, and Key Priorities, laying the groundwork for a sustainable and welcoming township that honours its rich history, fosters a safe and healthy community, and looks forward to a bright and enjoyable future.

Message from the Mayor



Tory Deschamps | Mayor

Stephen Dillabough | Deputy Mayor

Joseph Martelle | Councillor

Walter Smail | Councillor

Christopher Ward | Councillor

Dear Residents of Edwardsburgh Cardinal,

I am pleased to present our Strategic Plan, a comprehensive roadmap that will guide the Township and Council over the next decade. This plan is the result of extensive collaboration with our community, reflecting the voices and aspirations of residents who shared their visions for our future.

As your Mayor, I want to extend my heartfelt thanks for your active participation. Your dedication and enthusiasm for our Township's future are truly inspiring and have been instrumental in shaping this plan.

Our Strategic Plan charts a path towards a brighter future while steadfastly safeguarding the qualities that make our community exceptional. This is a dynamic document, designed to evolve with our needs and be regularly assessed to ensure that the objectives we've set are being met.

We are excited to embark on this journey with you, working collectively to achieve the goals and priorities outlined in this plan. Together, we can ensure that Edwardsburgh Cardinal remains a thriving, healthy, and vibrant community for generations to come.

Thank you for your continued support and commitment to our shared future.

Sincerely,
Tory Deschamps
Mayor of Edwardsburgh Cardinal

Vision

Building today, on the success of yesterday, and excited for tomorrow.

Mission

To grow a safe, healthy community, while providing sustainable services for all to enjoy.



Values

01 Accountability

Taking responsibility for the actions, decisions, and overall well-being of the community, fostering a culture of responsiveness, continuous improvement, and transparent governance.

03 Teamwork

Fostering a collaborative, cooperative, compassionate, and inclusive environment, teamwork emphasizes the strength derived from diverse perspectives working together towards common goals.

05 Transparency

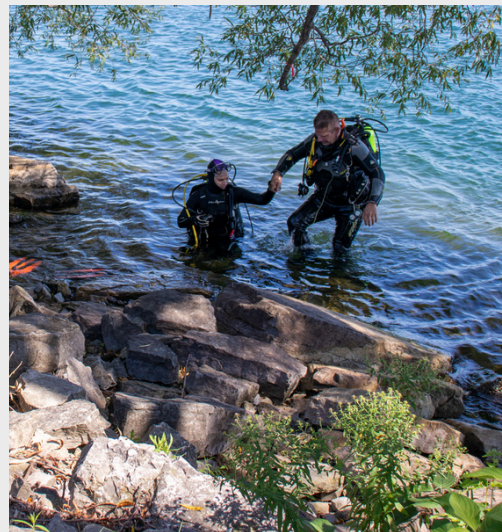
Committing to clear and accessible communication, ensuring that decision-making processes, actions, and information are readily available to the public, fostering a sense of openness and accountability that strengthens the bond between the community and its governing body.

02 Integrity

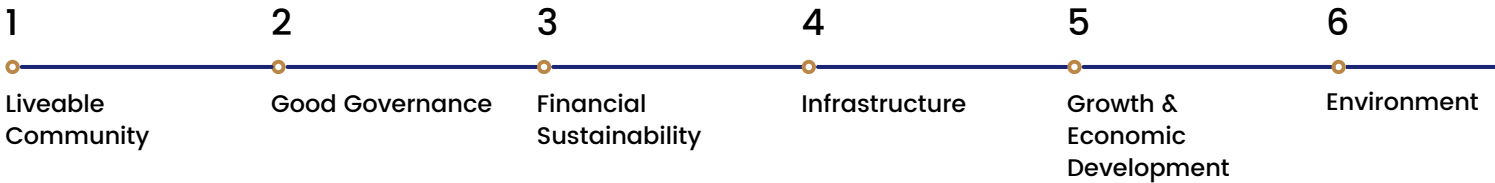
Anchored in honesty, integrity serves as the unwavering foundation of ethical conduct, guiding all community members toward principled decision-making and trustworthy behaviour.

04 Respect

Demonstrated through a collective pride in work, respect reflects a shared commitment to valuing and honouring each individual's contributions within the community.



Strategic Priorities



Over the course of the 2024-2028 term, the municipality has outlined six strategic priorities that will be the focal points of its efforts. These priorities encompass a comprehensive approach to community development.

These strategic priorities collectively signify the municipality's commitment to a well-rounded approach to development, blending economic advancement, environmental responsibility, efficient governance, and a flourishing community to create a promising and sustainable future for all residents.

Liveable Community



The Township is dedicated to creating a livable community that enhances the quality of life for all residents. Our strategic focus on this pillar aims to improve community and economic development, connect residents with essential services, increase affordable housing, expand community events and recreation, and address mental health and addiction challenges. By setting clear objectives and implementing targeted actions, we are committed to fostering a vibrant, inclusive, and supportive community. This section outlines the specific goals and initiatives the Township will prioritize, including strengthening local businesses, ensuring access to affordable housing, broadening recreational and cultural opportunities, and supporting robust systems for mental health and addiction. Through these comprehensive actions, we strive to build a community where every resident can thrive and feel connected.

Liveable Community

Objective

Action

- | | |
|---|--|
| <p>1.1 Improve Community and Economic Development</p> | <p>Seek out opportunities with neighbouring municipalities and organizations to enhance the community living experience</p> |
| <p>1.2 Connect residents with available services</p> | <p>Promote services, programming and events for seniors and other groups</p> |
| <p>1.3 Increase affordable housing in community</p> | <p>Review and update the community improvement plan(s) to include a definition of affordable housing and offer incentive programs to residents and developers to build housing units that are "affordable"</p> |
| <p>1.4 Expand community events & recreation</p> | <p>Foster and communicate with neighbouring municipalities to coordinate events and programming</p> |
| <p>1.5 Reduce mental health and addiction challenges</p> | <p>Support residents and employees on accessing information on available mental health and addiction resources</p> |

Good Governance



The Township is dedicated to upholding the principles of good governance to ensure transparency, accountability, and excellence in service delivery. Our strategic focus on this pillar aims to develop a comprehensive succession plan, foster the growth and development of our people, enhance communication with the community, and ensure that services are both effective and efficient. Additionally, we seek to form partnerships that will increase the efficiencies of our service delivery. By setting clear objectives and implementing targeted actions, we are committed to building a responsive and capable administration. This section outlines the specific goals and initiatives the Township will prioritize, including cultivating leadership within our organization, improving community engagement, optimizing service delivery processes, and collaborating with partners to enhance operational efficiencies. Through these comprehensive actions, we strive to ensure that our governance remains robust, transparent, and dedicated to serving the needs of our community effectively.

Good Governance

Objective

Action

- | | |
|--|--|
| <p>2.1 Develop a Succession Plan and develop our people</p> | <ul style="list-style-type: none">■ Ensure that the organization is sustainable by providing training and development of leaders within the organization■ Develop a recruitment strategy to attract new talent to the organization■ Create a formalized onboarding process |
| <p>2.2 Improve communication with the community</p> | <ul style="list-style-type: none">■ Implement new tools and modernized communication and marketing to expand communication that can reach more residents |
| <p>2.3 Ensure that services delivered are effective and efficient</p> | <ul style="list-style-type: none">■ Continue to track, review and assess key benchmarks related to service delivery |
| <p>2.4 Partner to increase efficiencies of service delivery</p> | <ul style="list-style-type: none">■ Engage with other levels of government to increase efficiencies |

Financial Sustainability



The Township is dedicated to achieving financial sustainability to secure a prosperous future for our community. Our strategic focus on this pillar aims to build a sustainable community, ensure the long-term viability of the Port, and seize grant funding opportunities. By setting clear objectives and implementing targeted actions, we are committed to maintaining a strong financial foundation that supports our growth and development. This section outlines the specific goals and initiatives the Township will prioritize, including fostering economic resilience, ensuring the Port remains a vital economic asset, and proactively pursuing grants and funding opportunities. Through these comprehensive actions, we strive to create a financially stable and vibrant community for current and future generations.

Financial Sustainability

Objective

Action

3.1 Build a sustainable community

■ Implement multi-year budget software to ensure sustainability of the municipality

3.2 Ensure the long term viability of the Port

■ Undertake a long-range plan and financial forecast for the Port facility

3.3 Seize grant funding opportunities

■ Establish internal resources or outsourcing to ensure grant applications are submitted and successful

Infrastructure



The Township is committed to developing and maintaining robust infrastructure to support a high quality of life for our residents. Our strategic focus on this pillar aims to ensure that facilities are accessible, revitalize the waterfront shoreline, and maximize the usage and long-term viability of the Spencerville Arena and Community Center. Additionally, we are focused on maintaining and improving our critical infrastructure, including the County Road 2 water and sewer replacement Phase #2, the stormwater pipe under the filled portion of the canal, and the sustainability of our water and stormwater systems. By setting clear objectives and implementing targeted actions, we are dedicated to providing reliable and sustainable infrastructure. This section outlines the specific goals and initiatives the Township will prioritize, including enhancing accessibility, rejuvenating key community spaces, and ensuring the durability and efficiency of our water and stormwater infrastructure. Through these comprehensive actions, we strive to build and maintain infrastructure that supports a thriving, resilient, and well-connected community.

Infrastructure

Objective

Action

- | | |
|--|--|
| <p>4.1 Ensure that facilities are accessible</p> | <p>Undertake an accessibility assessment and plan</p> |
| <p>4.2 Revitalize the waterfront shoreline</p> | <p>Initiate a baseline condition assessment and develop a revitalization plan</p> |
| <p>4.3 Ensure the long term viability and maximize usage of the Spencerville Arena and Community Center</p> | <p>Develop a plan to increase usage of the Spencerville Arena and Community Center</p> |
| <p>4.4 Maintain good infrastructure focused on County Road 2 water and sewer replacement Phase #2</p> | <p>Complete design and engineering for the project to ensure that the water and sewer replacement project is “shovel ready” for a grant funding submission</p> |
| <p>4.5 Ensure infrastructure is in good condition, including the store water pipe under the filled portion of the canal</p> | <p>Undertake a condition assessment of the pipe under filled portion of the canal</p> |
| <p>4.6 Sustainability of water and stormwater infrastructure</p> | <p>Execute a water and stormwater management plan for Johnstown & Spencerville</p> |

Infrastructure

Objective

Action

- | | |
|---|--|
| 4.7 Maintain road infrastructure | Review and upgrade the levels of gravel on road surfaces |
| 4.8 Ensure adequate drainage for township infrastructure | Initiate a drainage assessment for township infrastructure |
| 4.9 Maintain bridge infrastructure | Complete a bridge condition assessment for township infrastructure |
| 4.10 Maintain municipal fire infrastructure | Complete fire master plan and /or assessment of fire station/sub station |

Growth & Economic Development



The Township is dedicated to fostering growth and economic development to ensure a vibrant and prosperous community. Our strategic focus on this pillar aims to ensure housing availability, expand the industrial park, capitalize on tourism opportunities, and support the agricultural industry. By setting clear objectives and implementing targeted actions, we are committed to driving economic progress and improving the quality of life for our residents. This section outlines the specific goals and initiatives the Township will prioritize, including increasing housing options to accommodate growth, developing our industrial park to attract businesses, promoting tourism to showcase our community's unique assets, and strengthening support for our vital agricultural sector. Through these comprehensive actions, we strive to create a dynamic, diverse, and sustainable economy that benefits all residents and businesses in Edwardsburgh Cardinal.

Growth & Economic Development

Objective

Action

5.1 Ensure housing availability

Develop a housing strategy

5.2 Industrial park expansion

Obtain new land and expand services and infrastructure

5.3 Capitalize on tourism opportunities

Advancement of certain key priorities and actions included in the County tourism strategy, including waterfront trail, event, pavilions, docks, public boat launches

5.4 Support agricultural industry

Develop an economic development plan including agricultural and farming industries

Environment



The Township is dedicated to fostering a sustainable future through proactive environmental stewardship. Our strategic focus on the environment aims to protect and enhance our natural resources, promote ecological health, and support resilient and sustainable community practices. By setting ambitious yet achievable objectives and implementing targeted actions, we are committed to addressing critical environmental challenges. This section outlines the specific goals and initiatives the Township will prioritize, including protecting and managing tree assets and conservation, promoting waste management education and reduction, and advancing a sustainable community through electric charging stations and natural gas services. Through these comprehensive actions, we strive to ensure a cleaner, greener, and more sustainable environment for current and future generations.

Environment

Objective

Action

- | | |
|--|---|
| <p>6.1 Protect and manage tree assets and conservation</p> | <p>Work with SNC and indigenous population to develop a tree management plan</p> |
| <p>6.2 Promote waste management education and waste reduction</p> | <p>Develop an education plan on best practices for recycling and composting</p> |
| <p>6.3 Promote a sustainable community via electric charging stations</p> | <p>Support plans and projects to install charging stations in the municipality</p> |
| <p>6.4 Promote a sustainable community via natural gas service</p> | <p>Work with service provides and upper level government to expand natural gas service to our community</p> |
| <p>6.5 Promote waste reduction and cost recovery</p> | <p>Plan for and build a new transfer station at Scott Road</p> |
| <p>6.6 Support a sustainable power system</p> | <p>Work with various service providers to explore options on securing sustainable and reliable system power for the community into the future</p> |
| <p>6.7 Lead in fleet sustainability</p> | <p>Purchase EV or hybrid vehicles for the municipal fleet</p> |



Questions? Contact us.



Address

18 Centre St. PO Box 129
Spencerville, ON K0E 1X0



Telephone

613-658-3055
Toll Free: 1-866-848-9099



Website

www.twpec.ca



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Regular Council Meeting

Date: July 22, 2024

Department: CAO

Topic: 2024 Budget Increase – Salary Study

Purpose: To increase the 2024 administration consulting budget amount from \$10,000 to \$25,000.

Background: The 2024 approved administration consulting budget included an amount of \$10,000 to conduct a salary survey for all non-union and union employees. This data was to assist with negotiations for the union collective bargaining agreement that is set to expire at the end of 2024 and assist with 2025 budget preparation.

Now that consultants have bid on the project, the amount budgeted was not sufficient. Three firms were asked to provide quotes and the amounts were all very close to \$25,000 plus HST. This will include a job review for non-union staff and a market review of council remuneration and pay equity for all staff. This is vital for salary planning to ensure the Township is competitive in a market that is becoming increasingly difficult to attract skilled staff to our township.

Should council agree to the extra funding, the final report will be delivered in mid-October which is timely for salary planning for all employees and council.

Policy Implications: This amount significantly exceeds the approved budget so the budget increase must be approved by council.

Financial Considerations: The budget overage will be covered by the Administration Reserve which currently sits at \$136,356.89.

Recommendation: THAT council approves the budget increase for the 2024 salary and pay equity study from \$10,000 to \$25,000.

G. K.

CAO



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Council

Date: July 22, 2024

Department: Parks / Recreation & Facilities

Topic: TWPEC Energy Conservation and Demand Management Plan 2024

Purpose: Council receive the TWPEC (CDM Plan)

Background: The Township of Edwardsburgh Cardinal's Energy Conservation Plan provides a brief background and summary of the requirements relating to Ontario Regulation 25/23 Energy Conservation and Demand Management Plans. The requirements are to have this plan reviewed and updated every 5 years. The current plan was submitted to the Ministry and a copy placed on our website as per regulations.

Policy Implications: None.

Financial Considerations: None.

Recommendation: That Council receives the Township of Edwardsburgh Cardinal's 2024-2029 Energy Conservation and Demand Management Plan.

A handwritten signature in black ink, appearing to be 'AS' or similar initials.

Facilities Manager



EDWARDSBURGH CARDINAL

The Township of Edwardsburgh Cardinal

ENERGY CONSERVATION AND DEMAND

MANAGEMENT PLAN

2024 – 2029

Township of Edwardsburgh Cardinal

Subject: Energy Conservation and Demand Management Plan 2024 – 2029

Type: Administrative

Authority: Manager of Recreation and Facilities

Effective Date: July 1st, 2024

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1 Overview

The Township of Edwardsburgh Cardinal's Energy Conservation Plan provides a brief background and summary of the requirements relating to Ontario Regulation 25/23 *Energy Conservation and Demand Management Plans*. Results from the completion of the Ministry of Energy's Energy Consumption Template are included as an energy consumption benchmark (Appendix A). In addition, completed energy reduction projects from the Township's previous energy plan (2019-2023) can be found in Appendix B, while a list of new energy reduction projects to implement over the next five years (2024-2029) can be found in Appendix C.

2 Purpose

The Energy Conservation and Demand Management Plan aims to provide a basis for the Township of Edwardsburgh Cardinal to implement improvements to its infrastructure and operations that reduce energy and water use, their associated costs, as well as environmental effects of the Township's activities.

3 Background

Ontario Regulation 25/23 was established to help municipalities better understand their energy usage, develop conservation plans to guide energy savings and demonstrate leadership in conservation.

The Township of Edwardsburgh Cardinal's Energy Conservation Plan was developed to meet the requirements of O. Reg 25/23. The purpose of this Plan is to develop projects to formally address energy management initiatives. The Township of Edwardsburgh Cardinal has been committed to energy conservation for many years in order to reduce energy consumption, decrease operating costs and to set an example for the community as to why conservation is important. It is the intention of the municipality to further develop the Energy Conservation Plan and enhance the municipality's commitments as projects develop through Council's approval and as the Township's aging infrastructure requires rehabilitation and/or replacement. Similar to the Township's previous 2019 Energy Conservation and Demand Management Plan, this five year plan is valid from 2024-2029, at which time a thorough review process will be required for a subsequent five year plan.

The Township of Edwardsburgh Cardinal has thirteen (13) facilities that are identified as reportable under O. Reg 25/23. These include water and wastewater facilities, recreation and administration facilities, parks and public works garages, as well as fire stations, just to name a few. A list of the required facilities that municipalities are to include in their annual energy consumption report can be found in Appendix D. The energy reduction projects found in Appendix C will be included in the annual Council budget discussions over the five-year term of this Plan in an attempt to reduce the municipality's energy consumption from the 2023 baseline values (Appendix A).

4 Goals and Objectives

4.1 Energy Efficiency, Conservation and Cost Recovery

- To improve energy efficiency within Township run facilities, reduce greenhouse gas emissions and energy consumption in day-to-day operations and extend the lifecycle of Township owned assets, where possible
- To maximize fiscal resources through direct and indirect energy cost avoidance and recovery
- To increase conservation knowledge and mindfulness among staff through education and utilizing best practices

4.2 Energy Awareness and Culture

- To demonstrate leadership and awareness within the Township of Edwardsburgh Cardinal community by creating a culture of conservation and sustainability
- To increase the comfort and safety of the staff and citizens of the community while using Township facilities

4.3 Provincial Policy

To support powering Ontario's Growth – Ontario's Plan for a Clean Energy Future To support reducing electricity demand through Ontario's energy efficiency programs, also known as Conservation and Demand Management (CDM)

4.4 Reduction Target

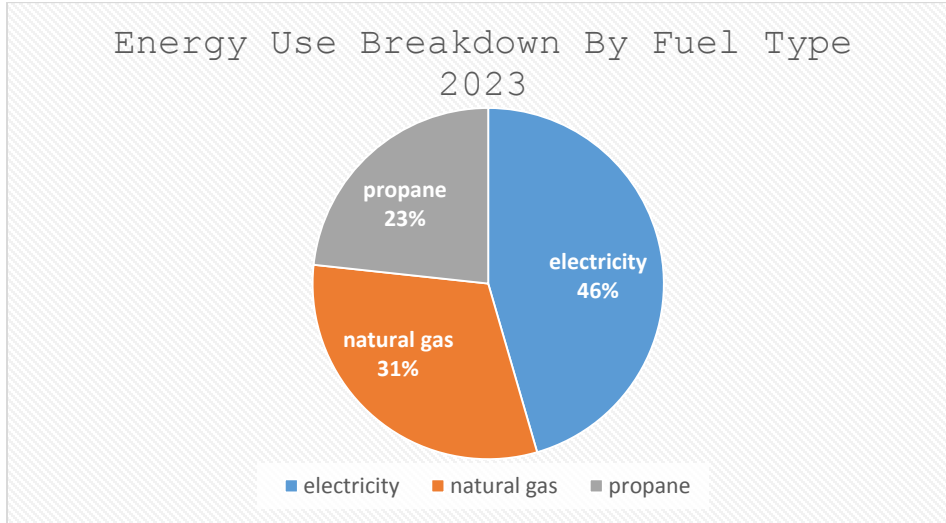
The Township of Edwardsburgh Cardinal is aiming to reduce energy consumption within its facilities by 1-5% between 2024 and the end of 2029. This target is based on past reductions achieved and planned measures with estimated energy reductions.

Council the proposed energy conservation measures during annual budget discussions. These proposed measures may change as technology is improved, or the priorities of Council are altered.

5 Energy Consumption and Emissions

The Township's energy consumption and emissions summary based on 2023 electricity, natural gas and oil/propane data, can be found in Appendix A - Energy Consumption and Emissions Summary (2023). A requirement of O. Reg 25/23 involves municipalities reporting electricity and natural gas consumption as well as emissions to the Ministry of Energy on an annual basis. A pie graph of the consumption for all facilities is shown below and the figures are a percentage

of the number ¹Joules for each fuel type divided by the total of number Joules. Electricity consumption in 2023 was 1,255,330 kWh. Natural gas and propane were 2,923,543 kBtus and 2,182,182 kBtus respectively.



Fuel Type in GigaJoules		
electricity	natural gas	propane
4,519	3,099	2,313

The completion of the energy consumption projects from the Township’s 2023 Energy Conservation and Demand Management Plan has built the foundation for successful energy management practices. The completed projects from the previous Energy Plan can be found in Appendix B.

6 Future Energy Conservation Measures

The implementation of proposed energy conservation measures throughout Township-owned infrastructure will continue to promote successful conservation practices. These proposed measures will support the Township’s target

Council will review the proposed energy conservation measures during annual budget discussions. These proposed measures may change as technology is improved, or the priorities of Council are altered.

¹ A Joule is defined as Watt-second. A Watt is the amount of energy that an electrical device (such as a light) is burning per second that it's running, thus a 10W (LED) bulb is burns 10 Joules energy every second.

7 Incentive Funding

To ensure that the Township of Edwardsburgh Cardinal will take advantage of all funding and grant opportunities related to energy efficient projects, the Town will liaise with representatives from local utility providers. Township staff and utility representatives are in a unique position to review current and future process improvements, program implementations and projects that can meet future funding requirements. As funding opportunities arise that are suitable for specific energy conservation projects, Township staff will report to Council and clearly outline the cost savings associated with a successful application.

8 Asset Management

Asset Management planning takes into consideration the potential impacts of climate change and any actions that may be required to address vulnerabilities that may be caused by climate change to the Township's infrastructure assets. This involves any adaptation opportunities that could arise from climate-driven vulnerabilities, as well as mitigation opportunities such as greenhouse gas emission reduction targets. In addition, mitigation approaches, such as reduced energy consumption, can be a significant decision driver when replacing new assets or rehabilitating existing assets.

The Township of Edwardsburgh Cardinal's contribution to climate change through greenhouse gas emissions will be mitigated in accordance with local reduction targets, financial capacity and stakeholder support. In addition, climate change will be considered as part of the Township's risk analysis within its asset management plan. Awareness of infrastructure risks will enable the municipality to balance the potential cost of climate change vulnerabilities with the cost of proactively reducing or eliminating these vulnerabilities before they occur.

9 Summary

The Township of Edwardsburgh Cardinal's Energy Conservation and Demand Management Plan will assist the Township in meeting energy related goals. These goals will need to be established annually through Council's approval of the municipality's budget. The Township of Edwardsburgh Cardinal is a large energy user and has significant energy expenditures. This Energy Conservation Plan can help reduce energy usage and costs by implementing effective energy reduction strategies, managing energy retrofits, monitoring and tracking the Township's energy usage and introducing energy awareness programs to staff.

Appendix A: Energy Consumption and Emissions Summary (2023)

Property Name	Year Ending	Address 1	Postal Code	Property GFA - Self-Reported (ft ²)	Weekly Operating Hours	Electricity Use - Grid Purchase (kWh)	Natural Gas Use (therms)	Propane Use (kBtu)	Total (Location-Based) GHG Emissions (Metric Tons CO ₂ e)
Ingredion Centre	2023-12-31	4050 Dishaw Street	K0E 1E0	36,155	168.0	835,482	17,685	-	117
Fire Station 2: Cardinal	2023-12-31	4035 Dishaw Street	K0E 1E0	11,194	151.0	18,766	833	-	5
Spencerville Arena	2023-12-31	22 Sloan Street	K0E 1E0	11,194	168.0	419,801	-	-	12
Wastewater Treatment Plant	2023-12-31	4000 John Street	K0E 1X0	10,000	168.0	426,152	25,885	-	149
Water Treatment Plant	2023-12-31	87 Legion Way	K0E 1E0	8,500	168.0	129,766	5,996	-	35
Public Works Depot: Dishaw	2023-12-31	4035 Dishaw Street	K0E 1E0	1,076	45.0	25,863	3,841	-	21
Spencerville Library	2023-12-31	5 Henderson Street	K0E1E0	3,487	14.0	7,703	-	95,647	6
Cardinal Library	2023-12-31	618 King's Highway 2	K0E 1E0	3,110	17.92	20,955	743	-	5
Public Works Depot: Pittston	2023-12-31	4145 Shanly Road	K0E 1E0	5,468	40.0	31,219	-	349,669	23
Town Hall	2023-12-31	18 Centre Street	K0E 1X0	4,316	45.0	50,103	-	412,349	28
Johnstown Community Centre	2023-12-31	24 Sutton Drive	K0E 1T1	2,604	7.0	19,652	1,268	-	7
Fire Station 1: Spencerville	2023-12-31	6055 County Road 21	K0E 1X0	8,525	161.0	43,396	-	380,172	26

Appendix B: Completed Energy Consumption Projects from previous 2019-23 CDM Plan

	Proposed Initiatives	Facility Address	Detailed Description	Costs (\$)	Annual Savings (\$)	Energy Savings (kWh)	Year Completed
1	Spencerville Arena New LED Arena Lights	22 Sloan Street Spencerville	Installed new LED lights to replace the induction Lighting that was in the facility but needed to be replaced because the induction lights were no longer available for replacement parts even though they'd only be in use for 8 years	30,000	4,200	19,000	2019
2	Spencerville Arena Replacement of Arena Dehumidifier	22 Sloan Street Spencerville	Replaced aging unit with a new unit	36,900	670	3,000	2021
3	Spencerville Arena	22 Sloan Street	Replace Chiller	99,000	6,700	30,000	2019
4	Ingredion Centre New LED arena lights	4050 Dishaw Street	Installed new LED lights to replace the induction Lighting that was in the facility but needed to be replaced because the induction lights	25,000	4,000	20,000	2019

	Proposed Initiatives	Facility Address	Detailed Description	Costs (\$)	Annual Savings (\$)	Energy Savings (kWh)	Year Completed
5	Townhall Installation of interior LED lighting	18 Centre Street	Installed new LED lighting	3,000	1,800	8,000	2021
6	Cardinal Firehall Installation of interior LED lighting	4035 Dishaw Street	Installed new LED lighting	4,000	1,600	8,000	2022
7	Spencerville Firehall Installation of interior LED lighting	County Road 44	Installation of interior LED lighting	4,000	220	1,000	2023
8	Install new Furnace	24 Sutton Drive, Johnstown	Install 2 variable Speed Airflow ECM units to replace aging equipment.	10,912	500 per unit	4,000	2024 Completed
9	Install new 3 ton A/C unit	24 Sutton drive Johnstown	Installed new 3 ton A/C unit to replace one of the old ones	6,575	330	1500	2024 Completed

	Proposed Initiatives	Facility Address	Detailed Description	Costs (\$)	Annual Savings (\$)	Energy Savings (kWh)	Year Completed
10	Upgrade Office lights	18 Centre Street Spencerville	Replaced T8 lights in the main office and back 3 offices with LED 2X4 banks system	3,078	N/A	N/A	2024 Completed
11	Overhaul 50 hp compressor	22 Sloan Street (Spencerville arena)	Over hauling of the 50 hp compressor based on hours of usage	12,309	N/A	N/A	2024 Completed

Appendix C: Proposed Energy Conservation Measures for 2024-2029

	Proposed Initiatives	Facility Address	Detailed Description	Annual Savings	Plan Year
1	Waste Water Installation of Interior LED Lighting	4000 John Street Cardinal	Replaced 14 interior light fixtures to LED. Interior replacement on going for 2024-2029	5000 kWh/year	2024-2029
2	Packaged Rooftop Unit	22 Sloan Street Spencerville	Investigate the retrofit of RTUs with the latest advanced control strategies can result in significant energy (up to 35%) and cost (up to 38%) savings from reductions fan, cooling and heating energy use ²	Up to 35% energy savings and 38% cost savings	2024-2029
3	Rooftop Solar PV	Johnston Community Centre	Investigate the feasibility of a rooftop system pending interconnection requirements from the local distribution company	10 to 12 year payback pending capacity (size) of system and structural requirements	2024-2029
2	Library Cardinal Library	5 Henderson Street 618 King Highway	Beyond 2029, consider a heating and cooling retrofit of library to replace existing furnace to reduce GHG emissions and to replace air	Up to \$2,000 can saved pending the size and application	>2029

² New Buildings Institute: https://newbuildings.org/wp-content/uploads/2015/11/NBI_RTUPrimer.pdf

	Proposed Initiatives	Facility Address	Detailed Description	Annual Savings	Plan Year
			conditioning units—if cost effective--with energy efficient heat pumps ³	of the heat pump	
3	Town Hall	18 Centre Street Spencerville	Beyond 2029, consider heating retrofit of Hall to replace existing furnace with heat pumps that can heat the building more efficiently with reduced GHG emissions. A heat pump is also capable of cooling the Hall as well, if required ³		>2029

³ <https://climateinstitute.ca/reports/heat-pumps-canada/> This document is for heat pumps used in homes and apartment, however, the use case is related to the size of the heat pump and these sizes are available for these building typologies.

Appendix D: Required Facilities, O. Reg. 25/23

Column 1 Item	Column 2 Type of public agency	Column 3 Operation
1.	Municipality	<ol style="list-style-type: none"> 1. Administrative offices and related facilities, including municipal council chambers. 2. Public libraries. 3. Cultural facilities, indoor recreational facilities and community centres, including art galleries, performing art facilities, auditoriums, indoor sports arenas, indoor ice rinks, indoor swimming pools, gyms and indoor courts for playing tennis, basketball or other sports. 4. Ambulance stations and associated offices and facilities. 5. Fire stations and associated offices and facilities. 6. Police stations and associated offices and facilities. 7. Storage facilities where equipment or vehicles are maintained, repaired or stored. 8. Buildings or facilities related to the treatment of water or sewage. 9. Parking garages.
2.	Municipal service board	<ol style="list-style-type: none"> 1. Buildings or facilities related to the treatment of water or sewage.
3.	Post-secondary educational institution	<ol style="list-style-type: none"> 1. Administrative offices and related facilities. 2. Classrooms and related facilities. 3. Laboratories. 4. Student residences that have more than three storeys or a building area of more than 600 square metres. 5. Student recreational facilities and athletic facilities. 6. Libraries. 7. Parking garages.
4.	School board	<ol style="list-style-type: none"> 1. Schools. 2. Administrative offices and related facilities. 3. Parking garages.
5.	Public hospital	<ol style="list-style-type: none"> 1. Facilities used for hospital purposes. 2. Administrative offices and related facilities.



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Regular Council

Date: July 22, 2024

Department: Public Works

Topic: Award the Truck with Snowplow Equipment Tender EC-PW-24-07

Purpose: To recommend the award of the EC-PW-24-07 Truck with Snowplow Equipment tender to the lowest bidder Premier Truck Group.

Background: On April 29th, 2024, Council directed staff to re-issue the 5 Tonne Truck with Snowplow Equipment Tender for the opportunity to receive competitive pricing. The tender document was reissued and posted on the Township website. Nine tender packages were directly sent to proponents. Three bid submissions were received by the 4pm local time closing on July 2nd, 2024 and opened publicly shortly after closing time. The (3) three submissions are listed below:

	Bidder	Tendered Cost	HST	Total Tender
1	Premier Truck Group (Belleville Ont)	\$ 360,925.00	\$ 46,920.25	\$ 407,845.25
2	Rush Truck Centre (Kemptville Ont)	\$ 365,273.45	\$ 47,485.55	\$ 412,759.00
3	Aebi-Schmidt Canada Inc. – (St- Andre-Avellin, Quebec)	\$ 371,897.68	\$ 48,346.70	\$ 420,244.38

Staff reviewed all submissions and determined that Premier Truck Group was the lowest compliant bidder meeting all specifications set out in the tender invitation.

Policy Implications: By-law 2023-51 establishes policies with respect to the procurement of goods and services. It states that all expenditures shall be within the current approved budget or within approved estimates, otherwise, prior approval of

Council is required. In addition, expenditures above \$75,000 require approval of Council.

Financial Considerations: A high-level estimate for the replacement of Truck #6 was from \$370,000.00. The low bid by Premier Truck Group came in at the budgeted level. The Township will receive and pay for the unit in the 2025 budget year. Council will have the opportunity to determine the final revenue source during 2025 budget deliberations. Available options would include the 2025 taxation year, a combination of the 2025 taxation year and reserves or short-term financing of the vehicle.

Recommendation: That Council award the 5 Tonne Truck plus related Snow Plow Equipment Tender EC-PW-24-07 to Premier Truck Group at the bid price of \$ 360,925.00 plus HST for a total cost of \$407,845.25, and direct staff to execute the necessary documents.



Manager of Public Works



Director of Operations



**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Regular Council

Date: July 22, 2024

Department: Public Works

Topic: Cardinal Works Garage – Structural Wall Repair

Purpose: To proceed with the structural repairs and new partial wall in bay 5 at the Cardinal Works Garage

Background: In June, the north wall in bay 5 was raised as an area of concern. The block wall below the sill plate had been displaced for an unknown duration of time. The Manager of Public Works contacted the Interim CBO to assist in completing a preliminary assessment on the magnitude and urgency of the situation. The advice is to proceed with repairs to the structural wall prior to the upcoming winter season.

The work was not planned or accounted for within the 2024 budget estimates. Staff contacted two contractors to view the area and provide a quote on completing the structural repair. At the time of preparing this report, official quotes have not been received.

The most likely cause of the displacement is the applied lateral force to the blocks over time from the reoccurring practice of cold asphalt material being pushed up against the wall. To prevent a reoccurrence, a viable solution would be the construction of an interior reinforced concrete/block partial wall that is designed to withstand the force.

There are likely economies of scale to complete both the structural repair and additional interior partial wall at the same time versus separately at different times.

Policy Implications: This is an unbudgeted expense. The procurement policy (Bylaw 2023-51) states that all expenditures shall be within the current approved budget or within approved estimates; otherwise, prior approval of Council shall be required.

Financial Considerations: The 2024 budget allocated \$23,000.00 for PW building repairs and maintenance. The YTD actual spent, as of July 11, is \$16,393.11. There are insufficient funds available under this line item. There are potential savings to be achieved under line items for PW consulting and flood relief. However, the extent of savings is unknown given the amount of time remaining in the budget year.

The PW reserve balance is currently \$312,056.90.

Recommendation: That Council authorize staff to proceed with the structural repairs and new partial wall in bay 5 at the Cardinal Works Garage to an upset limit of \$30,000.00 and cover the unbudgeted expense through a combination of operational adjustments and reserves.



Director of Operations



Manager of Public Works













**TOWNSHIP OF EDWARDSBURGH CARDINAL
ACTION ITEM**

Committee: Regular Council

Date: July 22, 2024

Department: Public Works

Topic: HFI request for Hands Rd pavement extension

Purpose: To bring forward a request from HFI Pyrotechnic Inc. to have pavement extended along Hands Rd to their two most easterly entrances.

Background: Staff received correspondence from HFI Pyrotechnics Inc. requesting the Township consider paving an additional section of the road in front of their facility.

This section of Hands Rd is unique in the aspect of limited maintenance. Our unit does plow snow past the two east entrances and uses one of the entrances as a turnaround for the unit. Otherwise, no maintenance upkeep activities are performed on this section.

Staff provided a copy of the unopened road allowance policy to HFI Pyrotechnics Inc. as the section of road best falls under this category. The policy indicates that the municipality would consider opening an unopened road allowance where the potential warrants the expense of maintaining it. This is at the sole discretion of Council and where such potential user(s) are prepared to pay the cost of initially constructing a road (including the paving) to the same standard as similar publicly maintained roads located elsewhere in the municipality. Bylaw 2015-52 is attached.

Staff's understanding is HFI Pyrotechnics Inc. is seeking the Township to cover the upgrade to pavement on this section. Staff has indicated that the Township covering the cost would be outside the normal practice, however the Township has entered into partnership agreements with industrial users where the Township completed the road work and was reimbursed for the costs over a specified period of time. Bylaw 2008-0080 is an attached example.

Policy Implications: Paving this section would require entering into an agreement with HFI Pyrotechnics Inc. and ultimately passing a bylaw to assume this section into our road network.

Financial Considerations: The 2024 budget does not include any funding to perform the requested work. Based on pricing received earlier this year and if the road base is in

good shape just requiring leveling and final preparation, a rough estimate of \$35,000.00 to complete the work.

Recommendation: That Council remain consistent with the unopened road allowance policy.



Director of Operations



Manager of Public Works



3322 Hands Road, R.R. #4
Prescott, Ontario Canada K0E 1T0
(613) 925-2832•FAX (613) 925-1207
www.hfipyrotechnics.com

15 March 2024

To: Wendy Van Keulen
Community Development Coordinator
Township of Edwardsburgh/Cardinal
18 Center St., PO Box 129
Spencerville, ON. K0E 1X0

From: Curtis Jones
Facilities Line Shift Leader
HFI Pyrotechnics Inc>
3322 Hands Rd, RR#4
Prescott, ON. K0E 1T0

Re: Request – Extension of pavement - Hands Road

By way of introduction, my name is Curtis Jones and I am relatively new to the facilities leader position here at HFI. As you are aware we are making many improvements here at the site, amongst them our internal roads. Last fall we paved our two main access roads to the point where they meet Hands Road.

Currently, the paved portion of Hands Road stops just past these main entrance driveways at our site but does not continue further to service our last two entrances to our property. As we grow our capabilities and improve our site we are using these two eastern most access points more and more frequently. Our long-term intent is to continue to improve our internal roads, joining them to Hands Road to improve overall safety and decrease the maintenance required when maintaining unimproved roads.

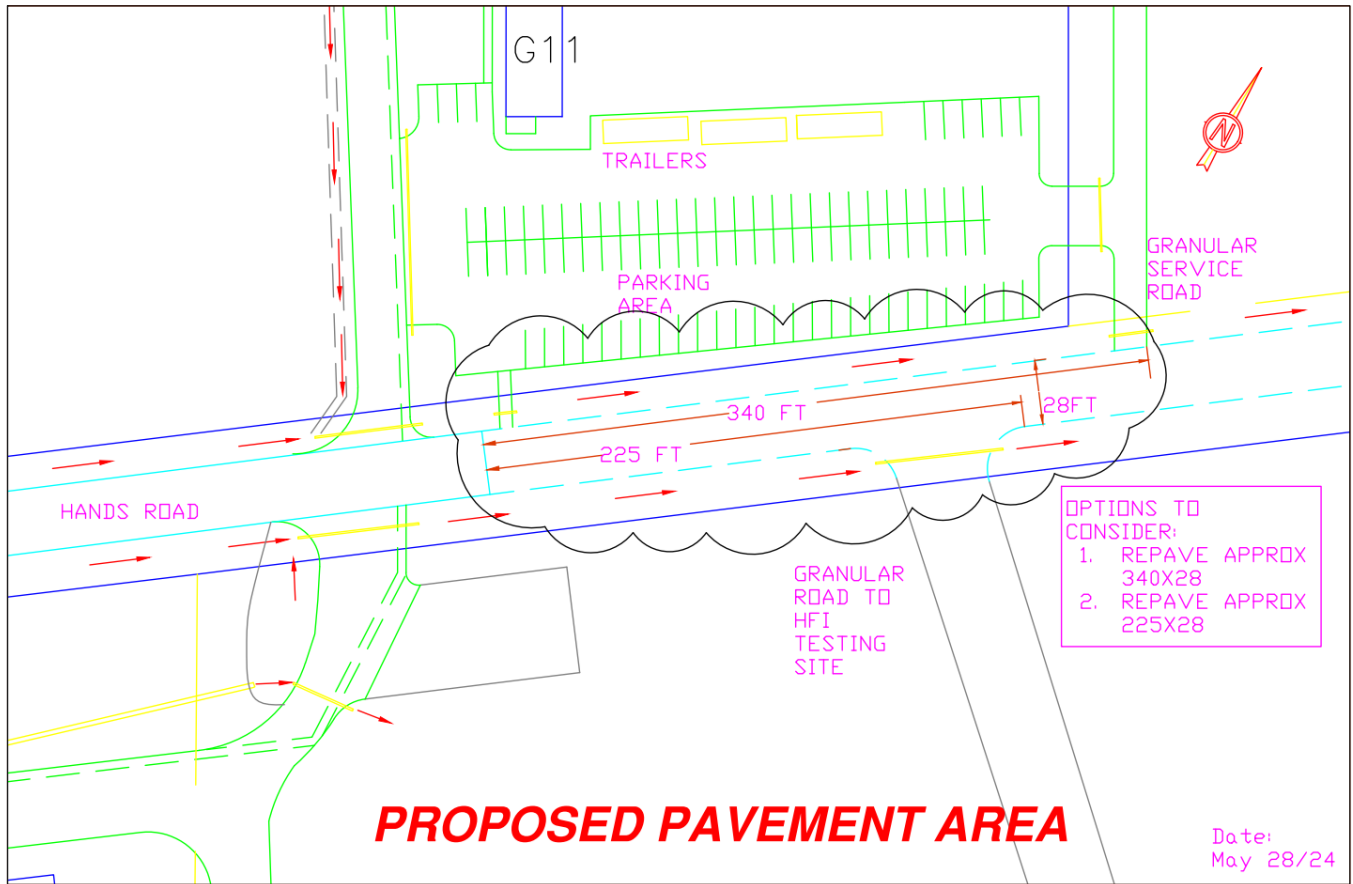
As Hands Road provides access to the ATV trails to the east of our property there is considerable traffic that uses this road, often at more than the posted speed limit. This in turn sees a considerable amount of dust kicked up, and dependant on wind direction, this dust carries to our main offices and those currently in the trailers.

What I would like to request is that the Township consider adding to the existing pavement further to the east, to a point past our two remaining driveways.

I am looking forward to hearing from you, should you have any questions and would be happy to host you at our site to further discuss.

Respectfully,

Curti Jones



**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL
BY-LAW NO. 2008-80**

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CAO/TREASURER TO EXECUTE
AN AGREEMENT WITH GREENFIELD JOHNSTOWN LIMITED PARTNERSHIP
FOR ROAD AND WATER LINE CONSTRUCTION COSTS”**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

AND WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force;

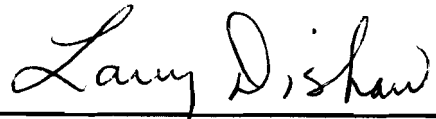
AND WHEREAS the Council of the Township of Edwardsburgh/Cardinal desires to enter into an agreement with Greenfield Johnstown Limited Partnership to recover the costs of construction of Edison Avenue and the water line to service Greenfield's ethanol plant located in the Edwardsburgh/Cardinal Industrial Park;

NOW THEREFORE the Council of The Corporation of the Township of Edwardsburgh/Cardinal enacts as follows:

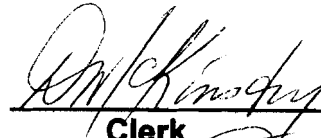
1. The Mayor and CAO/Treasurer are hereby authorized to execute the agreement attached hereto as Schedule “A”.
2. Schedule “A” attached hereto shall form part of this by-law.

Read a first and second time in open Council this 15th day of December, 2008.

Read a third and final time, passed, signed and sealed in open Council this 15th day of December, 2008.



Mayor



Clerk

This Agreement made this 15th day of December, 2008.

Between:

**Township of Edwardsburgh/Cardinal
(a municipal corporation under the
Municipal Act of Ontario)**

(the "Township")

And

**GreenField Johnstown Limited Partnership
(a limited partnership under
the Limited Partnerships Act of Ontario)**

("GFE")

Recitals:

1. GFE has purchased a parcel of land from the Township in the Township's industrial park and is in the process of constructing an ethanol manufacturing plant.
2. The existing access by way of the former Pirelli Drive now called Commerce Drive is not adequate for the requirements of GFE.
3. GFE requires a public highway built to its specifications, to wit, Ministry of Transportation Ontario standards ("the Specifications") and with access to County Road #2 directly across from the Port of Prescott Grain Elevators.
4. The Township has no immediate need for the highway required by GFE other than for GFE and there is no foreseeable need by abutting land owners for the proposed highway.
5. The Township has agreed to build the road to the Specifications and to assume it as a public highway on the basis of a special service under S.326 of the Municipal Act ("the Road").
6. GFE requires a sub-surface pipeline ("the Water Line") to discharge its cooling water into the St. Lawrence River and the Township prefers to construct this Water Line as part of the new public highway construction. The Township has agreed to construct the Water Line on the basis of a special service under S.326 of the Municipal Act. The Township has agreed in a separate agreement to grant an easement to GFE for the Water Line.
7. GFE and the Township intend that GFE's property at 141 Commerce Drive, Part Lots 31 to 33, being Part 1 on Reference Plan 15R10769 ("the Property") be designated under S.326(1)(c) as an area of the municipality in which the property owner, GFE, receives an additional benefit from the special service, that is, the Road and the Water Line, that is not received or will not be received in other areas of the municipality.
8. GFE acknowledges and agrees that the Township shall levy under section 312 on the rateable property of GFE the cost of the designing and building of the Road and the Water Line.
9. GreenField Ethanol (Johnstown) Inc. is the registered owner of the property described in paragraph 7 as bare trustee for GFE and signs this agreement on behalf of GFE.

*Originals to GFE
for signature
Dec 16/08
via Russ*

1. Scope:

The Township shall build at Township's expense the Road from the north side of County Road 2 to the property line at Greenfield's Johnstown ethanol plant, as described on Schedule A attached. The Road shall include the entrance and turning lane on County Road #2 and such other

requirements as the County Engineer may have. The complete scope of the work is set out in Schedule A.

The Township at its expense shall also construct the Water Line as described in Schedule "A" attached.

2. Road and Water Line Costs:

The costs (referred to as the "Road and Water Line Costs") shall include engineering, design, permits, physical construction, construction insurance and the carrying costs during the period of construction up to receipt of permanent financing..

Current estimated Road and Water Line Costs are \$675,000.

3. Specification:

The Township shall construct the Road and Water Line in accordance with the Specifications which are set out in further detail in Schedule B attached.

4. Construction plans, costs and schedule

(a) The Township shall engage an Ontario professional engineer ("the Engineer") to design the Road and the Water Line, prepare a cost estimate and construction schedule for the Road and the Water Line. The Township shall tender the engineering and GFE shall confirm in writing the engagement of the Engineer.

(b) On production of the Engineer's report, GFE shall confirm in writing that the costs estimated, the Specifications, and construction schedule are acceptable.

(c) The Township shall tender the construction of the Road and the Water Line in accordance with good municipal tendering practice. Prior to the Township awarding the bid to the successful bidder GFE shall approve the bid

(d) If GFE does not approve steps 1 or 2 then the Township shall rework the design, schedule or bid process to obtain GFE's approval or if no approval is received after reworking then this agreement shall be terminated. GFE will then take on full responsibility for the construction of the Road but in any case, it shall be built to Ministry of Transportation Ontario standards.

(e) If termination does occur as the result of GFE not approving the design, schedule and cost estimate then GFE shall pay to the Township all their costs to date, including an administration fee of 5%, and any other reasonable out of pocket expenses attributable to the Road and Water Line design and construction project to that point.

5. Special Service under S.326 of the *Municipal Act*.

(a) The Township and GFE agree that the Road and Water Line is a special service under S.326 of the *Municipal Act*.

(b) The Township and GFE agree that the Property is an area of the Township in which GFE as the property owner receives an additional benefit from the special service, that is, the Road and the Water Line, that is not received or will not be received in other areas of the Township pursuant to S.326(1) (c) of the *Municipal Act*.

(c) GFE agrees that the Township is entitled to levy a special local municipality levy under S.312 on the rateable property of GFE to raise the Costs of the Road and the Water Line.

(d) GFE and the Township agree that the annual special levy shall be in such an amount per year that the Costs of the Road are recovered by the Township over 5 years with interest at 3.75% per year calculated annually. Payments shall be in the amount \$12,358.00 per month commencing December 21, 2008 (30 days after drawdown) for a period of 60 consecutive months on the 21st of each month.

(e) Payment of the levy shall begin the earlier of:

- a) the startup of the ethanol plant or
- b) 6 months after completion of the Road.

6. Progress of Works

(a) The Township shall design and construct the Road and the Water Line in a timely manner and in no event shall completion of the Road and the Water Line to the scope of work and specification as outlined in schedules A and B be any later than October 1, 2008.

(b) If the Township is unable to meet the construction schedule and in the opinion of GFE will not meet the completion date outlined above then GFE may with 7 days written notice complete the Road and the Water Line but in any case the Road shall be built to Ministry of Transportation Ontario standards.

(c) In the event that GFE assumes construction of the Road and the Water Line then GFE shall pay the Township the Road and Water Line Costs incurred by the Townships to that date plus an administration fee of 5%, on the terms as set out in the payment schedule.

7. Maintenance of the Road and Water Line

The Road shall be a public highway and maintenance of the Road shall be the responsibility of the Township at all times as its practice with other public roads in the Township.

The Water Line shall be the property of GFE located on a grant of easement by the Township to GFE. Maintenance of the Water Line shall be the responsibility of GFE.

8. Public Highway

The Township shall pass a by-law to declare the Road a public highway upon completion, and provide GFE a right-of way for access pending enactment of such by-law.

9. Street signs

Street signs and traffic signs shall be the responsibility of the Township.

10. Dispute Resolution

In the event any dispute arises between the parties with respect to any matter the subject of this Agreement, the following shall be the dispute resolution process:

(a) The Township represented by the Chief Administrative Officer and GFE represented by John Creighton shall meet at the Township Office within 48 hours of being informed of a dispute and shall attempt a resolution. The County Engineer for the United Counties of Leeds and Grenville shall also be present at any dispute that touches on access to the County Road.

(b) In the event that a resolution is not reached at the meeting referred to in (a), then if the dispute involves design or interpretation of a design or plan or a specification set out in a design or plan or whether or not the party constructing the Road or the Water Line has met or complied with the design, plan and specifications of and for the Road or the Water Line, then the Engineer shall make the decision and his decision shall be final and binding.

(c) In the event that a resolution is not reached at the meeting referred to in (a), then if the dispute involves other than as set out in (b) then the parties agree that any dispute shall be submitted to a single arbitrator whose decision on the matters laid before him shall be final and binding. The arbitrator shall be selected and the arbitration shall be conducted pursuant to the *Arbitration Act, 1991*, S.O. 1991 c. 17. The parties agree that submission of a dispute dealt with by this section shall be a condition precedent to any application or action brought before any competent court.

11. General Terms

Assignment. The rights of either party under this Agreement shall not be assignable without the prior written consent of the other party.

Successors and Assigns. This agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer on any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this agreement.

Entire Agreement. This agreement and the Schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject-matter ..

Amendments. No modification or amendment to this agreement may be made unless agreed to by the parties hereto in writing.

IN WITNESS HEREOF the parties hereto have duly executed this agreement under seal as of the day and year first above written.

**Greenfield Johnstown Limited
Partnership by its sole general partner
Greenfield Johnstown G.P. Inc.**

by: _____
Donald Pierce
“I have the authority to bind the Corporation”

**GreenField Ethanol (Johnstown) Inc.
as Trustee for Greenfield Johnstown
Limited Partnership**

by: _____
Donald Pierce
“I have the authority to bind the Corporation”

Township of Edwardsburgh/Cardinal

by: _____
Larry Dishaw, Mayor

by: _____
Russell Trivett, CAO/Treasurer
“We have the authority to bind the
Corporation”

Schedule A

Scope of work

1. The public portion of the New Main Entrance to the GFE plant.
2. Modification required at County Road #2, including a deceleration lane for westbound traffic and a turning lane for eastbound traffic.
3. Realignment of the Port entrance with the new Road.
4. Non contact process Water Line from GFE property limit to the St. Lawrence River.
5. All the above listed works including ditches, lighting, pavement, road signs, top soil and seeding as needed.

Schedule B

Specifications

1. Work specifications are described in the following documents:
 - Construction of Johnstown Ethanol Plant Access Road and Process Sewer issued on May 2008 by Eastern Engineering Group, project no. 3862;
 - Addendum no. 1 issued June 6, 2008 by Eastern Engineering Group, project 3862;
 - Addendum no. 2 issued June 6, 2008 by Eastern Engineering Group, project 3862; and
 - Addendum no. 3 issued June 11, 2008 by Eastern Engineering Group, project 3862.

2. Work specifications are described in the following drawings:
 - Access Road Plan and profile, drawing no. 1, rev. no. 1; and
 - Access Road Plan and profile, drawing no. 2, rev. no. 1.

THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL

BY-LAW NO. 2015-52

"A BY-LAW TO ADOPT A POLICY
ON THE USE OF UNOPENED ROAD ALLOWANCES"

WHEREAS Municipal Council deems it advisable to adopt a policy with respect to unopened road allowances;

NOW THEREFORE: The Council of the Corporation of the Township of Edwardsburgh/Cardinal enacts as follows:

1. The attached hereto as Schedule "A" and forming part of the by-law is hereby adopted.
2. That this by-law will come into force and take effect on its passing.
3. By-law 2013-29 is hereby repealed.

Read a first and second time in open Council this 1st day of September, 2015.

Read a third and final time, passed, signed and sealed in open Council this 1st day of September, 2015.



Mayor



Clerk

Schedule "A" to By-law 2015-52

Use of Unopened Road Allowance Policy

POLICY STATEMENT

The Corporation of the Township of Edwardsburgh/Cardinal will generally refuse to permit any person to open any unopened road allowance within the Township by way of a trail, driveway or road capable of being used by any motor vehicle whatsoever.

The purpose of this policy is to protect the Township from demands that such unopened road allowances be improved and maintained at the expense of the general ratepayers of the municipality.

SCOPE

1. The municipality will consider opening an unopened road allowance where the number of potential users warrants the expense of maintaining it in the sole discretion of Council, and where such potential users are prepared to pay the cost of initially constructing a road to the same standard as similar publicly maintained roads located elsewhere in the municipality. The municipality will generally require all unopened road allowances opened under this policy to be paved.
2. Unopened road allowances may not be used to access single residences, nor shall they contribute to the minimum frontage requirements of the Township's Comprehensive Zoning Bylaw.
3. No person shall erect any kind of structure on or attached to an unopened road allowance owned by the Township of Edwardsburgh/Cardinal.
4. No person shall store any vehicle, boat, trailer, etc. on an unopened road allowance owned by the Township of Edwardsburgh/ Cardinal.
5. No person shall perform any work, or remove any trees, soil or other material or use any unopened road allowance without the specific approval of Council.
6. Requests for permission to upgrade or maintain an unopened road allowance shall be submitted in writing to the CAO/Clerk or the Director of Operations. The request must state the intended upgrades or maintenance, the applicant's interest in the allowance and must be accompanied by an accurate location and description plan.
7. If permission is granted by Council to upgrade or maintain the unopened road allowance, the following policies shall apply, as determined by the municipality:
 - a. The actual location of the allowance is the responsibility of the applicant and may be required to be verified by an Ontario Land Surveyor, at the expense of the applicant.
 - b. If a new entranceway to the allowance is required, the approval of the municipality's Director of Operations or alternate as to its location, width, size and length of culvert to be installed and the grade at which it intersects the Township road is required. Where entry is upon a roadway not under the jurisdiction of the municipality, the standards and specifications of the United Counties of Leeds & Grenville or the Ontario Ministry of Transportation shall apply.
 - c. If brushing and clearing of the road allowance is undertaken, all wood larger than 4 inches in diameter shall be piled for pickup by the municipality. Alternatively, the municipality may agree to sell the wood to the applicant at a pre-set fee per face cord, the volume of wood to be sold to be determined jointly by the applicant and the Director of Operations or alternate. All brush and stumps to be cleared to the satisfaction of the municipality.

- d. If the application is for the provision of an access road, the minimum width of clearance shall be 20 feet. This 20 feet shall be located in the centre of the road allowance, leaving an equal buffer on either side of the cleared area, unless otherwise approved by Council.
 - e. The applicant shall acknowledge in writing that any and all improvements to the road allowance are at the sole expense of the applicant and all such improvements must be approved by the municipality. The applicant must also acknowledge in writing that any member of the general public has the right to use the subject road allowance.
 - f. The applicant must post a notice on the entrance to the road allowance, in a form acceptable to the municipality, advising all users of the road allowance that the roadway is an unassumed municipal roadway and that it is used at the public's own risk.
 - g. The applicant must acknowledge in writing that the municipality assumes no liability, responsibility or obligation whatsoever to construct and/or maintain and/or repair the road allowance.
 - h. The applicant must agree in writing to indemnify and save harmless the municipal corporation and its officers and directors from any and all manner of actions, causes of actions, claims or demands whatsoever for or by reason of any personal injury and/or property damage of or in any way arising out of any accident whatsoever occurring on the road allowance.
8. Requests to stop up, close and convey unopened road allowances shall be directed to the CAO/Clerk or the Director of Operations in writing with the reason for the request clearly stated. Such requests will be considered only in circumstances where the closure will not lead to issues of land locking or blocked access to privately owned property. All costs of the conveyance, including required surveying shall be borne by the applicant. All intended conveyances will be publicized.

TOWNSHIP OF EDWARDSBURGH CARDINAL

July 22, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council:

1. Award the Propane Connect Work as part of the New Grain Dryer at the Annex - Project #300-069 to W.O. Stinson in the amount of \$302,000.00, excluding HST, plus a 10% contingency; and
2. Authorize the Port General Manager to sign the purchase order with W.O. Stinson on behalf of the Township.

As recommended by the Port Management Committee.

Carried Defeated Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

TOWNSHIP OF EDWARDSBURGH CARDINAL

July 22, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council receives the correspondence listings for the following dates as previously circulated:

- June 26, 2024
- July 3, 2024
- July 10, 2024
- July 17, 2024

Carried Defeated Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

RESUMÉ

of *correspondence*

June 26th, 2024

FROM	DATE	SUBJECT
Municipality of North Grenville	June 20	Please RSVP, Follow 44 Launch Party
AMO	"	Watchfile
MNR	"	Excellence in Agricultural Awards
UCLG	June 21	Counties Council Auth. Sale of Surplus Land in TWPEC
OSSGA	"	Save the Date for the OSSGA AMO Reception invitation
Health Unit	"	Updated Resource - Water Bottle Drop Off
Bonnechere Valley TWP	June 24	RES: Increase Infrastructure Funding
Municipality of South Dundas	"	RES: Matilda Landfill Update – Effective July 1, 2024
TWP of North Glengarry	June 25	RES: Infrastructure Small Rural Municipalities
MNRF	"	RES: Streamlining approvals under Aggregate Resources Act
UCLG	"	Economic Development eNews June 25 2024
SLPC Current	June 26	Beaches and Parks Now Open Daily
Health Unit	"	Media Release: Beach Water Testing Program begins this wee
TWP of Larder Lake	"	RES: Asset Retirement Obligation PS 3280

RESUMÉ

of *correspondence*

July 3rd, 2024

FROM	DATE	SUBJECT
AMO	June 27	Decision of Brantford City Council - June 25, 2024
Brantford City	June 28	RES: OEB to end the gas pipeline subsidy
TWP Otonabee-South Monaghan	"	RES: Importation/Safe Use of Lithium-ion Batteries
AMO	July 2	Policy Update
AMO	July 3	Advocacy on Homelessness Encampments

RESUMÉ

of *correspondence*

July 10th, 2024

FROM	DATE	SUBJECT
Hon. Trevor Jones	July 3	Memo: Associate Min. of Emergency Preparedness & Respons
AMO	July 4	Watchfile
AMO	July 9	Policy Update
UCLG	"	Economic Development eNews July 9 2024

RESUMÉ

of *correspondence*

July 17th, 2024

FROM	DATE	SUBJECT
UCLG	July 11	Septic Systems Learning Event RVCA
AMO	"	Watchfile
AECOM	July 12	Notice of Study Completion - Highway 401
County of Frontenac	July 15	RES: Sustainable Infrastructure Funding
Enbridge Gas Inc.	"	2023 Utility Earnings/Disposition of Deferral/Variance Accounts
MMAH	"	Cutting Red Tape to Build More Homes Act, 2024
Town of Tecumseh	"	RES: Support Sustainable Infrastructure
Town of Tecumseh	"	RES: Rural & Urban Muni. Affordability of Water & WW systems
RNJ Youth	"	Letter of Support - Additional Funding from Provincial Ministries
Tay Valley TWP	"	RES: National Basic Income
TWP of Otonabee-South Monaghan "	"	RES: Regulations: Regulations of Lithium-ion Batteries
TWP of Terrace Bay	"	Letter of Support: Sustainable funding for OPP
MMRF	"	Regulating Commercial-Scale Geologic Carbon Storage
City of Stratford	"	RES: Meet the Deadline of an Accessible Ontario by 2025
Health Unit	July 16	Media Release: HU Raises Awareness about Pertussis
UCLG	"	LG: Municipalities Donate \$296,800 to G.Tackaberry LTC Home
Health Unit	July 17	Media Release: HU raises awareness about Bats/Rabies

TOWNSHIP OF EDWARDSBURGH CARDINAL

July 22, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council receives the payment of municipal invoices circulated and dated as follows:

- | | |
|-----------------------------------|----------------|
| • Report dated June 26 (2024-101) | \$2,012,912.12 |
| • Report dated June 26 (2024-103) | \$1,926,675.26 |
| • Report dated June 27 (2024-104) | \$230,502.67 |
| • Report dated July 17 (2024-111) | \$510,535.36 |
| • Report dated July 18 (2024-112) | \$274,706.72 |
| • Report dated July 18 (2024-113) | \$120,414.92 |

TOTAL: \$5,075,747.05

Carried **Defeated** **Unanimous**

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00101 to 2024-00101

Bank Code - EFT - electronic funds transfer

PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	Abell Pest Control Inc.	A5911080	Monthly Pest Control	92.02	
		A5874321	Monthly pest control	89.24	181.26
PP -	Acklands-Grainger Inc.	9153543690	wwtp-supplies	65.77	65.77
PP -	Alarm Systems - Brockville	1512342	es- 6SM repair adelaide	314.15	314.15
PP -	Benson Pools	12224	rec- 40% Payment	118,424.00	
		12225	rec- hold back	29,606.00	
		12226	rec- extra work required & approve	40,029.12	188,059.12
PP -	Brenntag Canada Inc.	46831846	wtp - chlorine chemicals	3,296.65	3,296.65
PP -	Burchell's Home Hardware	49945	rec- misc	278.62	
		49950	rec- chemicals and misc	538.57	
		49963	rec - paint	142.98	
		49881	es - supplies	250.13	
		49882	pw- reflective tape/heat shrink	138.66	
		50060	rec- safety wear & misc equipment	412.77	
		50071	pw- gas can/gloves	113.23	
		50088	rec- paint, misc	133.17	
		50095	rec- chemicals	874.82	
		50155	fd- bolts/washers	11.53	
		50186	rec- washrooms water	116.77	
		50194	es- supplies	112.92	
		50195	rec- stain, paint	368.88	3,493.05
PP -	Canadian Union Of Public	June 2024	May 2024 Union dues collected	1,080.00	1,080.00
PP -	Catholic District School Board	2nd Qtr 2024	2nd Quarter 2024	105,462.98	105,462.98
PP -	Conseil Des Ecoles Publique De	2nd Qtr 2024	2nd Qtr 2024	6,197.72	6,197.72
PP -	Crawford & Company (Canada)Inc	3896666-1	adm-claim bodily injury	364.50	364.50
PP -	Culligan Water	18782TN	fd-stn # 1 water	50.72	50.72
PP -	Cunningham Swan LLP	195237	adm-RSL - USA legal opinion	1,511.66	1,511.66
PP -	Davie Deline	May 2024	Cleaning Services for May 2024	950.00	950.00
PP -	Drummond's Gas				

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00101 to 2024-00101

PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		2472549	rec- truck fuel	105.87	
		2472550	rec- truck fuel	50.07	
		2472570	rec- truck fuel	119.73	
		2472582	rec- truck fuel	14.77	
		2472589	fd- fuel	51.22	
		2473466	rec- truck fuel	63.00	
		2473475	pw-T19-01 fuel	83.04	
		2473486	fd- T1 fuel	90.78	
		2473517	rec- truck fuel	29.39	
		2473516	rec- truck fuel	128.00	
		2473519	fd-R1 fuel	98.72	
		2473520	fd-P1 fuel	106.00	
		2473521	pw- T19-01 fuel	184.37	
		2473532	rec- truck fuel	9.34	
		2473535	rec- truck fuel	20.44	
		2473549	rec- truck fuel	23.62	
		2529338	rec- truck fuel	60.00	
		2529346	fd-T8 fuel	40.00	
		2530572	fd-T1 fuel	61.02	
		2529203	rec- truck fuel	17.99	
		2529224	rec- truck fuel	130.07	
		2529228	rec- truck fuel	26.60	1,514.04
PP -	Express Impressions INC				
	35006	fd- T-shirts		1,079.52	1,079.52
PP -	Gladstone, Ellie				
	June 2024	rec-food service course		25.58	25.58
PP -	Greer Galloway Consulting Eng				
	29210	agricultural drainage-DS duties		3,098.35	
	29213	pw- Jordan-CA work		5,139.24	8,237.59
PP -	HGC Management Inc				
	53543	w/d contract collection May 2024		34,128.35	34,128.35
PP -	HW Supplies Inc				
	220000012680	pw- flat deck trailer		2,825.00	
	220000013713	pw-trailer plate		72.00	
	220000013920	pw- trailer plate return		-72.00	2,825.00
PP -	Hansler Smith Limited				
	5792718	rec- garbage bags		273.91	
	5792724	rec- garbage bags		342.39	616.30
PP -	Industrial Electrical				
	4341	es- capital Henry st Stn Panel inst:		11,196.63	
	4354	es-adelaide stn pump starters		2,843.76	14,040.39
PP -	J&J Heating and Cooling				
	2484	fd- AC repairs		1,525.50	1,525.50
PP -	J. Quattrocchi & Co Ltd				
	00818227	rec- canteen supplies		480.15	
	00819049	rec- canteen supplies		162.43	642.58
PP -	Jay Bottan				
	June 2024	fd- DZ medical		200.00	200.00
PP -	Jewell Engineering				
	00119502	storm-Cty Rd 2-prof service April		322.05	
	00119640	storm-Cty Rd 2 - prof services May		7,070.07	7,392.12

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00101 to 2024-00101

PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	Ketchum Manufacturing Inc.	445724	rec- new pride flag	446.35	446.35
PP -	Keystone Bridge Management Cor	2406	pw- bridge & culvert insp	7,876.10	7,876.10
PP -	Kim Durant	June 21, 2024	rec-program supplies	118.42	118.42
PP -	Landmark Municipal Services	2024-121	es- Tower inspection	6,384.50	6,384.50
PP -	Limerick Environmental Svcs	2024-0152	bin pickup transfer site	3,250.21	3,250.21
PP -	Lloyd McMillan Equipment Ltd.	37880	wmpp-Percy St-sewer line	8,864.85	8,864.85
PP -	Local Authority Services Ltd.	MGBP000006439	adm-staper & paper	102.27	
		MGBP000006454	Adm-Journal/Coil Books &kitchen :	50.74	153.01
PP -	Mac's Convenience Store Inc.	146502	ind park fuel	104.05	
		146505	wwtp-fuel	110.22	
		146509	rec-fuel	95.06	
		146514	wtp-fuel	86.31	
		146516	wmpss fuel	89.50	
		146518	fd- T9-fuel	95.00	
		146522	ind park fuel	102.39	
		146523	pw-T22-01 fuel	89.00	
		146524	rec-fuel	106.00	
		146525	pw- T23-01 fuel	122.77	
		146527	ind park fuel	54.00	
		146526	rec-fuel	80.00	
		146534	ind park fuel	98.76	
		146532	rec-fuel	114.20	
		146531	rec-fuel	9.16	
		146537	wmpss fuel	100.25	
		146535	wmpss fuel	112.75	
		146554	rec-fuel	50.10	
		146543	rec-fuel	114.05	1,733.57
PP -	Mark Bruce	June 2024	fd-DZ license renewal	23.75	23.75
PP -	NSF International Strategic	9110609	es/ind park-dWQMS NSF audits	2,147.00	2,147.00
PP -	O'Reilly's Independent Grocer	05 7224	pw- water/gatorade	116.55	116.55
PP -	PSD Citywide Inc	21480	adm- OP & Salary Plan	5,499.34	
		21481	adm-AMP	6,196.16	
		21584	adm-added storage citywide	1,130.00	12,825.50
PP -	Postmedia Network Inc	IN18894	adm-recruitment OPP	282.50	
		IN18895	adm- agenda advertising	214.79	
		IN20499	adm-agenda advertising	214.79	712.08
PP -	Prescott Building Centre				

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00101 to 2024-00101

PROPOSED PAYMENTS

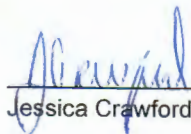
Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		2079938	rec-window repair	186.95	
		2080032	rec- replace pinewood under windc	49.22	
		2080121	rec-repairs to water front building	159.34	395.51
PP -	Purolator Courier Ltd.				
		500023844	fd/pw/wtp-couriers	36.78	
		555029561	es/adm-couriers	43.20	79.98
PP -	R & D Dairies Ltd				
		999.B2398925	Rec Canteen supplies	704.50	704.50
PP -	Rideau St. Lawrence Utilities				
		A00306	W/S Billing Jun 2024	3,972.29	3,972.29
PP -	Robinson Consultants Inc				
		0071990	storm-Newport Drain-prof services	9,329.56	9,329.56
PP -	SCG Process				
		4000969	es-turbidity analyzer - capital	11,380.96	11,380.96
PP -	Sally Mellon				
		EC2405	Animal Control May 2024	1,412.50	1,412.50
PP -	Sands				
		00722331	fd- uniforms accessories	108.41	108.41
PP -	Seaway Doors Ltd.				
		39212	rec-repair to overhead door	158.20	158.20
PP -	Spencerville Home Hardware				
		86304	es-supplies	41.79	
		86354	es-supplies	31.63	
		86381	adm-salt for softner	90.31	
		86425	rec- tractor oil	4.51	
		86480	adm- cleaning supplies	52.01	
		86483	rec- misc supplies	7.66	227.91
PP -	Steve Polite Sand & Gravel				
		19978	rec- diamond stone dust	457.65	457.65
PP -	Tenaquip Ltd.				
		16116782-00	wwtp-supplies	112.08	
		16153203-00	fd- gloves/caution tape	123.28	235.36
PP -	Tim Allen's Aerial Services				
		23021	pw-tree removal-burchell	2,034.00	2,034.00
PP -	Township of Leeds & The 1000				
		2024-078	fd- training - LTC	960.00	960.00
PP -	Ultramar				
		05942132707381	fd-Stn 1 marked diesel	106.12	
		03916804707384	pw-3607.6L Clear diesel-Cty Rd 2:	6,022.34	6,128.46
PP -	United Counties Of Leeds &				
		INV 20752	2nd Qtr Levy - Counties	1,064,750.42	1,064,750.42
PP -	Universal Supply Group 3735				
		964-435060	rec - truck supplies	25.41	
		964-438751	es- belts	90.33	
		964-438917	rec- misc	28.45	144.19
PP -	Upper Canada District				
		2nd Qtr 2024	2nd Qtr 2024	467,324.38	467,324.38
PP -	Walkerton Clean Water Centre				
		3079940	raw water system-training E.Weme	355.95	355.95
PP -	Waste Connections of Canada				
		7150-0000445875	Bin Collection	1,849.77	1,849.77

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00101 to 2024-00101

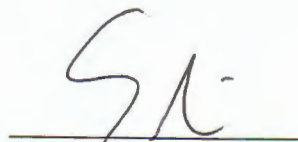
PROPOSED PAYMENTS

Payment #	Vendor Name		Invoice Amount	Payment Amount
	Invoice #	Reference		
PP -	Willis Kerr Contracting Ltd.			
	EC-PW-MunDr-23H	drainage- Ferguson Drain holdback	3,167.73	
	EC-PW-MSO-23-HB	storm-Johnstown outlet	7,951.96	
	127253	pw- Cross culverts Totem Ranch	961.32	
	127265	pw- Cross culvert Totem Ranch R	914.67	12,995.68
		Total Proposed Payments:		2,012,912.12
			Total EFT:	2,012,912.12

Certified Correct This Wednesday, June 26, 2024



Jessica Crawford, Treasurer



Sean Nicholson, CAO

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00103 to 2024-00103

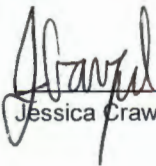
Bank Code - AP - REVENUE FUND

PROPOSED PAYMENTS

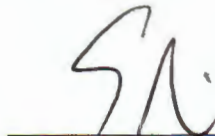
Payment #	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
PP -	Ault & Ault LLP In Trust June 26, 2024	Purchase of Byers Road	1,926,675.26	1,926,675.26
			Total Proposed Payments:	1,926,675.26

Total AP: 1,926,675.26

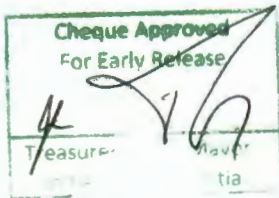
Certified Correct This Wednesday, June 26, 2024



Jessica Crawford, Treasurer



Sean Nicholson, CAO



**Township of Edwardsburgh/Cardinal
List of Accounts for Approval**

Batch: 2024-00104 to 2024-00104

Bank Code - PAD - Preauthorized Debit

PROPOSED PAYMENTS

Payment #	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
PP -	Bell Canada			
	658-2141 06-24	spencerville arena	129.53	
	658-3001 06-24	fd/pw- phone split	150.39	
	658-3055 06-24	admin	494.42	
	536626539 06-24	Cardinal Arena internet	56.44	
	546532571 06-24	Rec- Bell Internet J.Town	132.15	962.93
PP -	Eastlink			
	21883103	pw/fd phone	219.88	219.88
PP -	Hydro One Networks Inc.			
	19876 05-24	spencerville arena	1,681.76	
	02595 05-24a	spencerville arena	1,781.40	
	03768 05-24	ball diamond	38.43	
	16052 05-24	johnstown pool	108.65	
	77395 05-24	south centre	219.04	
	64439 05-24	wwtp-3207 Windmill	2,453.09	
	10647 06-24a	pw-Pittston Shop	533.07	
	14330 05-25	St Lights Var Jun 2024	999.22	
	18196 06-24a	lagoon-2301 RD 21	194.82	
	62670 06-24	wwtp-flett st	40.05	
	25495 06-24	spencerville library	160.95	
	71283 06-24	lagoon- 1 Spencer	258.40	
	03696 06-24	fd stn 1	574.12	9,043.00
PP -	LBC Capital			
	2650605	copier lease	169.50	169.50
PP -	Minister Of Finance			
	May 2024	May 2024 EHT premium	6,360.92	6,360.92
PP -	MuniSoft			
	2024/25-01279	adm-J. Crawford Workstation	168.37	168.37
PP -	OnServe			
	66831	Adm-2024 Computer Replacement	22,391.54	22,391.54
PP -	Ontario Municipal Employees			
	May 2024	May 2024 Contributions	57,762.48	57,762.48
PP -	Receiver General For Canada			
	PP 12 2024 PT	PP 12 2024 PT source deduction	2,763.12	
	PP 12 2024 FT	PP 12 2024 FT source deductions	29,042.43	31,805.55
PP -	Reliance Home Comfort			
	4422619 06-24	rec hot water heater rental	251.31	251.31
PP -	Royal Bank Visa			
	2113 05-24	S.Nicholson Apr 2024	3,301.59	
	2095 05-24a	R.Williams RBC visa May 2024	1,111.63	
	2745 06-24	B. Moore RBC Visa Jun 2024	1,736.90	6,150.12
PP -	Telus Mobility			
	162152911889	Jun 2024 Corporate Account	1,330.02	1,330.02
PP -	Township of Edwardsburgh/Cardi			
	PP 13 2024	PP 13 2024 Payroll Clearing	80,923.89	80,923.89
PP -	Union Gas Limited			
	72780 5 06-24	4035 Dishaw St	2,230.72	2,230.72
PP -	Workplace Safety & Insurance			
	May 2024	May 2024 Premium	10,732.44	10,732.44


Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00104 to 2024-00104

PROPOSED PAYMENTS

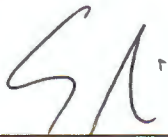
Payment #	Vendor Name	Reference	Invoice Amount	Payment Amount
			Total Proposed Payments:	230,502.67

Total PAD: 230,502.67

Certified Correct This Thursday, June 27, 2024



Jessica Crawford, Treasurer



Sean Nicholson, CAO

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00111 to 2024-00111

Bank Code - EFT - electronic funds transfer

PROPOSED PAYMENTS

Payment #	Vendor Name	Reference	Invoice Amount	Payment Amount
PP -	Alarm Systems - Brockville			
	1515688	es- DCS communicator install	1,376.90	
	1515731	es- replace GSM - Adelaide	709.65	2,086.55
PP -	Ann Shorey			
	06 2024	fd- dz license	16.00	16.00
PP -	Black Dog Tirecraft Morrisburg			
	IM0058796	pw- excavator installation	197.95	
	IM00698+8	pw- G2 repair	278.50	
	IM0058823	pw- Excavator repair	264.17	
	IM0059197	pw- Volvo- new tires	5,021.77	5,762.39
PP -	Brian Moore			
	July 2024	fd- BBQ bouncy castle	500.00	500.00
PP -	Caduceon Enterprises Inc.			
	I24-009745	es-lab testing	1,410.06	
	I24-009746	es- Lab testing	179.13	1,589.19
PP -	Capital Controls			
	87875	es- annual calibrations	1,359.96	1,359.96
PP -	Chemtrade Chemicals Canada Ltd			
	90116262	es- alum delivery wwtp	7,426.13	
	90121250	es- alum delivery - lagoons	5,650.87	13,077.00
PP -	Cleary Feed & Seed			
	5366	rec-diamond marker	104.47	104.47
PP -	Compass Minerals Canada			
	1269833	pw- salt tender	4,369.63	4,369.63
PP -	Coville Electric			
	5737	rec- new switch and ball set	466.28	
	6736	rec-new outside plug ESA inspecti	576.30	
	6740	rec- repairs to washroom buildings	889.04	1,931.62
PP -	Crane Supply			
	14-506164	es- curb boxes	678.00	678.00
PP -	Crich, Jarrett			
	July 2024	es-mileage for course	169.40	169.40
PP -	DW Building Restoration Servic			
	BRS 24-36-02a	pw-Weir Rd Bridge PP#2	114,935.22	114,935.22
PP -	Da-Lee Group Dust Control			
	INV0098595	pw- 2024 Dust Suppression Tende	7,901.47	
	INV0098596	pw- 2024 Dust Suppression Tende	10,388.91	
	INV0098597	pw- 2024 Dust Suppression Tende	10,388.07	
	INV0098772	pw-pw- 2024 Dust Suppression Tei	10,388.91	
	INV0098773	pw- 2024 Dust Suppression Tende	10,387.66	
	INV0098774	pw- 2024 Dust Suppression Tende	10,386.42	59,841.44
PP -	David S Grant			
	June 2024	Adm-network cabling	118.38	118.38
PP -	Davie Deline			
	June 2024	Cleaning Services for June 2024	1,025.00	1,025.00
PP -	Emond Harnden LLP			
	255048	Admin Legal fees	1,130.57	1,130.57
PP -	Extend Communications			
	2407-17131	rec - answer service	185.71	185.71

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00111 to 2024-00111

PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	Fire Marshal's Public Fire				
		IN165840	fd- publication	200.23	200.23
PP -	Future Office Products				
		FOP225297	adm-Jul-Sep 2024 lease & copies	74.58	
		FOP225298	pw/fd-photo copier	101.32	
		FOP225649	Monthly Contract Charge Jun 2024	295.98	471.88
PP -	G. Tackaberry & Sons				
		G-0090754	pw- Cross culverts as listed	11,801.98	
		G-0090471	pw- stock/Groveton Rd	1,104.32	
		G0090624	pw- stone Groveton Rd	300.74	
		A-0905631B	pw-Cold patch	3,828.10	
		A-0905631A	pw- Credit - cold patch	-3,580.62	
		G-0090856	pw-2024 Crushed Rock Tender	114,810.55	
		G-0090887	pw-stone application	1,253.05	129,518.12
PP -	HW Supplies Inc				
		220000015299	pw- Tractor- lynch/hitch pins	450.62	
		220000015416	pw- pressure washer parts	51.19	
		220000015496	pw-impact hex bits	37.15	538.96
PP -	Hansler Smith Limited				
		5794157	rec- cleaning	253.86	
		5794434	rec- cleaning supplies	334.49	
		5794437	rec- cleaning supplies	334.49	
		5794440	rec- cleaning supplies	546.71	
		5795585	rec-cleaning supplies	107.60	
		5795586	rec- cleaning supplies	159.70	
		5796009	rec-cleaning supplies	245.62	
		5796010	rec- cleaning supplies	242.23	2,224.70
PP -	Homewood Health Inc.				
		H684783	fd- FD EAP	1,627.20	1,627.20
PP -	Howard Campbell & Sons Ltd.				
		MR4055	portable rental transfer site	150.00	150.00
PP -	Ignite Printing				
		233965	pw- safety hard hat stickers	22.60	22.60
PP -	J. Quattrocchi & Co Ltd				
		00819874	rec- canteen purchases	430.03	
		00821497	rec- canteen supplies	596.46	1,026.49
PP -	Jeff Hopkins				
		July 2024	rec-canteen supplies	12.27	12.27
PP -	John Buffet				
		358	Bylaw- June 2024	1,620.00	1,620.00
PP -	Josh Lahaie				
		06 2024	rec - pool parts	112.37	112.37
PP -	Jp2g Consultants Inc				
		41605	Waste Disp Scott Road Consult	5,857.92	
		41705	Waste Disp Pittston Road Consult	3,548.87	9,406.79
PP -	King Edward Auto Parts				
		6029-255151	pw- shop towels	144.37	144.37
PP -	LHS Inc				
		4095	Cardinal water-fire hydrant repairs	3,227.19	3,227.19
PP -	Lifesaving Society				

**Township of Edwardsburgh/Cardinal
List of Accounts for Approval**

Batch: 2024-00111 to 2024-00111

PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		06012024	rec- program supplies	111.30	
		223693	rec- program supplies	88.00	
		223958	rec- program supplies	577.50	
		M182055	rec- program supplies	59.87	836.67
PP -	Lloyd McMillan Equipment Ltd.				
		40920	pw-Totem Ranch Rd cross culvert	1,610.25	
		49062	pw- Totem Ranch Rd cross culvert	1,921.00	
		40973	pw- Cedar Grove Rd cross culvert	1,356.00	
		40979	pw- Cedar Grove Rd cross culvert	1,356.00	6,243.25
PP -	Local Authority Services Ltd.				
		MGBP000006459	pw- paper	66.80	
		MGBP000006548	adm- file storage and paper	173.07	
		MGBP000006549	adm- envelope	399.52	
		MGBP00006583	adm- battery	11.06	650.45
PP -	MNP LLP				
		11808444	Admin- 2023 Audit Fee	4,746.00	4,746.00
PP -	Mac's Convenience Store Inc.				
		142247	pw- T22-01 fuel	113.55	
		146529	pw-T23-01 fuel	125.20	
		146530	pw- T22-01 fuel	94.01	
		146536	rec- fuel	113.56	
		146538	pw-T22-01 fuel	92.00	
		146544	pw- ice for coolers	35.97	
		146545	es - truck fuel	82.55	
		146546	rec- fuel	26.50	
		146547	pw-T22-01 fuel	109.65	
		146548	rec- fuel	115.40	
		146549	rec- fuel	125.15	
		146550	rec- fuel	29.00	
		146551	rec- fuel	104.00	
		146552	pw- T22-01- fuel	84.00	
		146553	rec- fuel	60.00	
		146557	es- truck fuel	115.00	
		146555	pw- T22-01 fuel	96.55	
		146556	rec- truck fuel	9.30	
		146561	rec- fuel	182.91	
		146560	rec- fuel	118.32	
		146562	rec- fuel	33.95	
		146563	pw-T23-01	97.90	
		146564	fd- truck fuel	98.80	
		146566	rec- fuel	80.00	
		146567	pw-T22-01	114.00	
		146568	pw- T23-01	76.51	
		146569	fd- truck fuel	123.00	
		146570	rec- truck fuel	117.60	2,574.38
PP -	MacMar Electric INC				
		176	rec-Draw # 3	57,828.48	57,828.48
PP -	Marley Perrin				
		July 2024	Jul 2024 Cleaning	600.00	600.00
PP -	McCoy, Faith				
		June 2024	Canteen Certification	25.58	25.58

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00111 to 2024-00111

PROPOSED PAYMENTS

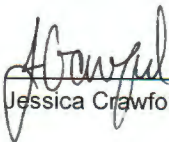
Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	Novatech				
		1038605	planning- general	3,612.61	
		1038607	planning-Rooney Rd Zoning	1,119.83	
		1038608	Planningk-Dukelow Rd Zoning	1,080.00	5,812.44
PP -	O'Reilly's Independent Grocer				
		01-6200	fd- bbq/training	215.27	215.27
PP -	OFIX Furniture Warehouse				
		5012	Admin Lectern replaced	548.10	548.10
PP -	OnServe				
		67210	IT contract services June 2024	5,269.31	5,269.31
PP -	Ontario One Call				
		202459350	pw-locates	138.49	138.49
PP -	PSD Citywide Inc				
		21706	Adm-Asset Management Plan	6,196.16	6,196.16
PP -	Pitney Bowes				
		June 26, 2024	Postage	4,520.00	4,520.00
PP -	Porter, Rachel				
		06 2024	rec-program purchases	823.86	823.86
PP -	Postmedia Network Inc				
		IN28939	Adm-Agenda Advertising	214.79	214.79
PP -	Prescott Building Centre				
		2080297	rec-basketball net	106.85	106.85
PP -	Purolator Courier Ltd.				
		570049540	adm- Reg Gen/pw-tender bid retur	75.32	
		570050336	Rec/Adm-Couriers	179.05	254.37
PP -	R & D Dairies Ltd				
		999.B239512	Rec Canteen supplies	188.65	
		999.B239534	Rec Canteen supplies	102.00	
		999.B239773	Rec Canteen Supplies	383.00	
		999.B239804	Rec Canteen Supplies	430.00	1,103.65
PP -	Rideau St. Lawrence Utilities				
		A00307	W/S Billing Jul 2024	3,972.29	3,972.29
PP -	Rush Truck Centres of Canada				
		3037830623	pw-T20-03 Engine related	4,009.39	4,009.39
PP -	Sands				
		00722492	fd- uniform cleaning	227.41	227.41
PP -	Sani Gear Inc				
		16243	fd- annual gear cleaning	956.45	
		16314	fd- 2024 annual gear cleaning	1,038.68	
		16397	fd-gear cleaning/inspection	1,462.17	
		16434	fd- gear cleaning	1,002.46	4,459.76
PP -	Seaway Doors Ltd.				
		39226	pw- Pittston Shop - overhead door	397.76	397.76
PP -	Secureway				
		2231024	rec- key locks	149.05	149.05
PP -	South Grenville Beacon				
		625	adm-recruit OPP/Car Day Ad	585.34	585.34
PP -	South Nation Conservation				
		IN28188	2024 2nd General Levy	20,480.00	20,480.00
PP -	Southeastern Telecommunication				
		49514	adm- bylaw phone and install	671.79	671.79

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00111 to 2024-00111

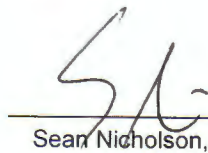
PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
PP -	Spencerville Home Hardware				
		86486	rec- misc	13.55	
		86502	rec parts for tractor	45.17	
		86513	rec-misc	14.68	
		86573	rec- pool misc	21.45	
		86593	es-paint for hydrants	128.80	
		86597	rec- misc paint	22.59	
		86644	rec- cleaning supplies	35.01	
		86657	rec- misc	11.71	
		86659	rec- misc	35.88	
		86661	rec-misc credit	-14.68	314.16
PP -	The Grass Man				
		June 21, 2024	bylaw - grass cutting	135.60	
		July 8, 2024	Bylaw - grass cutting	135.60	271.20
PP -	Ultramar				
		03916792707385	pw-2754.7L Color diesel-Cty Rd 2:	4,399.34	4,399.34
PP -	Ventnor Repair Service				
		147999	pw- Mower repairs	2,469.31	2,469.31
PP -	Wagar & Corput Weed Control Inc				
		0000133996	pw- roadside spraying	9,458.62	9,458.62
PP -	Walkerton Clean Water Centre				
		3080180	es-E.Wemerman-Manatory renew:	435.00	435.00
PP -	Walter Smail				
		May-June 2024	Council-Mileage	226.80	226.80
PP -	Weagant Farm Supplies Ltd.				
		IB72706	rec- Tractor Parts	116.34	116.34
				Total Proposed Payments:	<u>510,535.36</u>
				Total EFT:	<u>510,535.36</u>

Certified Correct This Wednesday, July 17, 2024



Jessica Crawford, Treasurer



Sean Nicholson, CAO

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00112 to 2024-00112

Bank Code - PAD - Preauthorized Debit

PROPOSED PAYMENTS

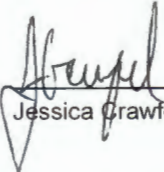
Payment #	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
PP -	ADP Canada Co 5681790	Adm-Payroll Processing Fee -Cou	45.43	45.43
PP -	Bell Canada 925 5822 06-24 657 4468 06-24 657 3210 06-24 657 4606 06-24 657 4850 06-24 657 3765 06-24 543665566 06-24	Sout Centre Johnstown WTP Phone Cardinal Arena Pittston Phone WWTP phone John St Admin/Fd/PW Rec Internet	137.24 143.95 146.99 153.45 187.91 384.69 372.72	1,526.95
PP -	Hydro One Networks Inc. 84483 06-24 53082 06-24 32562 06-24 24430 06-24 27613 06-24 41324 06-24	pw- Sophia St lagoon 2803 CR 21 lagoon 4 Charles ball diamonds admin-townhall parks-CR44 clock	8.05 39.67 40.90 126.56 609.45 52.54	877.17
PP -	LBC Capital 2665792	copier lease	183.06	183.06
PP -	Receiver General For Canada PP 13 2024 PT PP 13 2024 FT	PP 13 2024 PT source deduction PP 13 2024 FT source deductions	3,946.40 29,906.71	33,853.11
PP -	Rideau St Lawrence 270-00 06-24 119-01 06-24a 502-00 06-24 496-00 06-24 504-00 06-24 450-00 06-24 290-00 06-24 250-00 06-24 435-00 06-24 501-00 06-24 500-01 06-24 370-00 06-24 231-00 06-24 505-01 06-24 505-01 6-24 464-00 06-24	pw-cardinal streetlights ind park water ball diamond Cardinal wwtp-417 Hwy2 parks 1800 Dundas wtp-water tower parks-1700 Dundas cardinal pool wwtp-172 Henry fd stn 2 cardinal library wwtp-adelaide pw-4035 Dishaw wtp-87 Legion Way cardinal arena 4000 John wwtp	1,792.72 8,302.71 35.39 48.37 51.07 53.98 54.28 78.22 141.78 219.81 310.32 363.51 788.03 1,624.71 3,509.42 5,777.28	23,151.60
PP -	Royal Bank Visa 8584 -06-24 8356 -06-24a	M. Spencer Jun 2024 D Grant - RBC Visa Jun 2024	817.69 2,751.19	3,568.88
PP -	Sun Life Financial July 2024	Monthly Premiums	24,304.07	24,304.07
PP -	Superior Propane 49654466 49654467 49666959 49674296	Rec-24 Sutton Drive 6055 County Rd #44 rec-24 Sutton Drive Cardinal Arena	2,498.15 1,102.68 168.37 19.78	3,788.98

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00112 to 2024-00112


PROPOSED PAYMENTS

Payment #	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
PP -	Telus Mobility 39265058 06-24	adm-Jun 2024 Business Phone Ac	2,346.73	2,346.73
PP -	Township of Edwardsburgh/Cardi PP 14 2024PT/FT PP 7 2024 Cou	PP 14 2024 PT/FT Payroll PP 7 2024- Council Payroll	172,970.73 5,805.90	178,776.63
PP -	Union Gas Limited 69531 2 06-24 72598 5 06-24 72687 6 06-24 44825 1 06-24 72780 5 06-24a 44787 6 06-24 53951 1 06-24	4035 Dishaw St Library Gas Jun 2024 70 Adelaide St Rec - 4050 Dishaw -Card Arena 4035 Dishaw St 87 Legion Way wwtp-4000 John natural gas	33.24 34.62 41.32 1,181.69 82.38 155.06 755.80	2,284.11
Total Proposed Payments:				274,706.72
			Total PAD:	274,706.72

Certified Correct This Thursday, July 18, 2024



Jessica Crawford, Treasurer



Sean Nicholson, CAO

Township of Edwardsburgh/Cardinal
List of Accounts for Approval
 Batch: 2024-00113 to 2024-00113

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Bank Code - AP - REVENUE FUND

PROPOSED PAYMENTS

Payment #	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
PP -	416 Courier 2076	Adm-Jun Water Sample Courier	207.92	207.92
PP -	Alida Rutte 06012024	Walker House 2023	25.00	25.00
PP -	Aqua-Drain Sewer Services Inc 108710	es-sewer main& storm main flushir	2,257.18	
	108057	es-sanitary CCTV flushing	3,209.20	5,466.38
PP -	Beach Equipment & Hardware 920872-1	rec-plumbing supplies	21.45	
	921989-1	pw-paint supplies	105.07	
	921997-1	pw-paint supplies	88.13	
	921999-1	pw-brush cutter	338.99	
	922358-1	rec- tractor supplies	31.63	585.27
PP -	C & C Spencerville Automotive 40699	rec- repair on tailgate Ass 750	429.39	429.39
PP -	Champion Commercial Products Inc. 581357	pw- cable ties - stock	2,430.40	2,430.40
PP -	Chester, Jacob July 9, 2024	refund over payment Roll #701-04!	356.54	356.54
PP -	Chief Fire Officers OFOALG 2024	fd-membership renewal	150.00	150.00
PP -	Floval Equipment Ltd. 2024000530	es- valve repair - wwtp	1,423.80	1,423.80
PP -	Frawley, Taylor July 11, 2024	refund entrance permit fee not req	700.00	700.00
PP -	Gray Family Properties June 14, 2024	Refund Bldg Deposit # 2023-083	1,000.00	1,000.00
PP -	Grenville Tool & Die Ltd. 20748	pw-flail mower	2,639.68	2,639.68
PP -	Liz Matthews Walker House 20	Walker House 2024	25.00	25.00
PP -	Louis W. Bray Construction Ltd. 911	pw-cold patch for winter	5,962.95	5,962.95
PP -	Minister of Finance 302606240837051	May 2024 OPP billing	96,888.00	96,888.00
PP -	Photo Jenic Photos by Design May27&Jun3	fd- dept photos	400.00	400.00
PP -	Safety Guys 17575	es-Jarret Crich Training	174.59	174.59
PP -	Scrivener, Marie June 14, 2024	Refund Bldg Deposit #2021-155	1,000.00	1,000.00
PP -	South Grenville DHS OSLC RWL_BENCH	adm- wooden bench	550.00	550.00
			Total Proposed Payments:	<u>120,414.92</u>

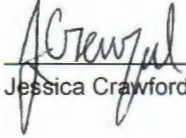
Total AP: 120,414.92

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Township of Edwardsburgh/Cardinal
List of Accounts for Approval
Batch: 2024-00113 to 2024-00113

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Certified Correct This Thursday, July 18, 2024



Jessica Crawford, Treasurer



Seari Nicholson, CAO

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2024-

**“A BY-LAW TO AUTHORIZE THE MAYOR, CAO AND PORT GENERAL
MANAGER TO EXECUTE A LEASE AGREEMENT WITH ST. LAWRENCE
MARINA LTD.”**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the Port Management Committee has recommended that, and Municipal Council deems it desirable to, enter into a lease agreement with St. Lawrence Marina Ltd., for a 5-year term with two 5-year renewable options to utilize the lease of the lands and premises at the Port of Johnstown as described within the agreement.

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor, CAO and Port General Manager are hereby authorized to execute the lease agreement with St. Lawrence Marina Ltd. attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal and the Port of Johnstown.
2. That the St. Lawrence Marina Lease Agreement and its Schedules attached thereto shall form part of this by-law.
3. This by-law will come into force and take effect on its passing.

Read a first and second time in open Council this 22 day of July, 2024.

Read a third and final time, passed, signed and sealed in open Council this 22 day of July, 2024.

Mayor

Clerk

THIS INDENTURE made in triplicate as of the _____ of _____ 2024.

BETWEEN:

**The Corporation of the Township of Edwardsburgh/Cardinal,
Port of Johnstown Division**
(hereinafter called the “Lessor”)

OF THE FIRST PART

- and -

St. Lawrence Marina Ltd.
(hereinafter called the “Lessee”)

OF THE SECOND PART

WHEREAS the Lessor is the owner of waterfront property, waterlots, and other lands and premises located in and around the Port of Johnstown. (the Port:);

AND WHEREAS the Lessee has applied to the Lessor for a lease of the lands and premises hereinafter particularly described and the Lessor has agreed thereto upon and subject to the terms, conditions, stipulations, agreements and covenants hereinafter mentioned and contained.

NOW THEREFORE THIS INDENTURE WITNESSETH as follows:

Section 1.0 Intent and Interpretation

Section 1.1 Headings

The headings introducing sections and articles in this Lease are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections or articles.

Section 1.2 Extended Meanings

The words “hereof”, “herein”, “hereunder” and similar expressions used in any section or subsection of this Lease relate to the whole of this Lease and not to that section or subsection only, unless the context indicates otherwise. The use of the neuter singular pronoun to refer to Lessor or Lessee is deemed a proper reference even though Lessor or Lessee is an individual, a partnership, an association, a corporation or a group of two or more individuals, partnerships, associations or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessor or Lessee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 1.3 Partial Invalidity

If for any reason whatsoever any term, covenant or condition of this Lease, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

- a) is deemed to be independent of the remainder of this Lease and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Lease or any part thereof: and
- b) continues to be applicable to an enforceable to the fullest extend permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

Section 1.4 Entire Agreement

This Lease and the amendments, addenda, schedules, appendices and riders attached hereto, if any, form a part of this Lease, and set forth all the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings (collectively, “Representations”) between the Lessor and the Lessee concerning the Demised Premises and there

are no Representations, either oral or written, between them other than those in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, Representations and information conveyed, whether oral or in writing between the parties hereto or their respective representatives or any other person purporting to represent the Lessor or the Lessee. The Lessee agrees that (i) it has not been induced to enter into this Lease by any representations not set forth in this Lease, (ii) it has not relied on any such Representations, (iii) no such Representations shall be used in the interpretation or construction of this Lease, and (iv) the Lessor shall have no liability for any consequences of claims arising as a result of, or from, any such Representations. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding on the Lessor or the Lessee unless in writing and signed by each of them. All deletions (which term includes "lining out"), additions, alterations, amendments, changes and riders to the form of this Lease shall, at the Lessor's option, apply only to the Lessee actually executing this Lease. The Lessee agrees at its expense immediately to execute any future amendments to this Lease required by the Lessor which reflect changes required by any governmental authority or to maintain this Lease as a completely carefree, absolutely net Lease to the Lessor.

Section 1.5 Time of the Essence

Time is of the essence of this Lease and of every part hereof, except as herein otherwise provided.

Section 2.0 Lands Leased

- A) In consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part of the Lessee, the Lessor does demise and lease unto the Lessee, its heirs, executors, administrators, successors and assigns, all and singular that certain parcel or tract of land and premises situate, lying and being in the Port of Johnstown designated as property P-34-B and being the lands more particularly described in Schedules "A", "B", "C" and "D" hereto annexed, hereinafter called the "Demised Premises".

INTENTIONALLY DELETED

Section 2.1 Waterlot Use

- a) For and during the term of this Lease, and subject to the provisions of the Lease, the Lessor grants to the Lessee the use of the Waterlot described in Schedule "B" hereto annexed; hereinafter called the Waterlot.
- b) The Lessee, subject to obtaining the prior written approval of the Lessor, repair of normal wear and tear excepted, and to obtaining all applicable regulatory approvals, including but not limited to navigation, fisheries and the environment;
- i.) may construct, alter, repair and remove docks for the purposes of berthing pleasure craft.
 - ii.) may construct, alter, and repair shore protection works along the shoreline of the demised premises.
- c) The Lessor grants to the Lessee the right of access across the Waterlot to the Demised Premises.
- d) The Lessee shall not restrict nor attempt to restrict public navigation over the Waterlot, except in connection with works set out in Section 2.1 b).
- e) The Lessee shall not remove or deposit fill, stone or any other material on the Waterlot, except in connection with the works set out in Section 2.1 b). Infilling of the Waterlot, which in the opinion of the Lessor, has as its primary purpose the creation of additional land may not be permitted.
- f) The Lessor reserves the use of the Waterlot for its own purposes subject to the rights of the Lessee granted herein.
- g) The Lessor is not responsible for maintaining the depth of the waterlot or any approach channel thereto.

Section 2.2 Right of Way for Access

- a) The Demised Premises have direct access on to County Road # 2.

- b) The Lessor retains the right of ingress and egress over, along, across and upon the lands more particularly described in Schedule “C” hereto annexed, hereinafter called the “Right of Way”.
- c) The Lessor retains the right, at any time and from time to time, during the Term, to restrict ingress and egress across the Right of Way for reasons of construction, maintenance or other related works or purposes. In this regard, the Lessor agrees to complete any such works as expeditiously as possible in the circumstances and to provide the Lessee, whenever possible, an alternative means of ingress and egress to the Demised Premises during any periods of interruption.
- d) The Lessor further retains the right to use the Right of Way for its own purposes and to grant use of it by others at its sole and unfettered discretion.

Section 3.0 Term

The initial term (the “Term”) of this Lease shall be Five (5) years, beginning on the 1st day of August 2024, and ending on the 31st day of July 2029, unless sooner terminated pursuant to any other provisions.

Section 3.1 Renewal

a) **First Renewal**

If at the expiration of the initial Term the Lessee shall be desirous of renewing the lease of the Demised Premises for a further terms and provided that the Lessee in not and has not been in persistent default of any of the covenants, provisos and agreements contained in this Lease, the Lessee shall have the option of renewing the within Lease for an additional terms of five (5) years duration, August 1, 2029 to July 31st 2034 provided that the Lessee shall have given to the Lessor notice in writing of its intention to renew the said Lease at least six months prior to the expiration of the existing Term. Provided that the notice provisions for exercising the Lessee’s intention to renew as set out herein are met, the Lessee shall be entitled to and the Lessor will (at the sole cost of the Lessee), grant to the Lessee, a renewal lease of the Demised Premises for the further term of Five (5) years duration and the renewal lease shall be upon the same terms and conditions as contained in the within Lease save and except that:

- i) Rental rates and the amount of the security deposit, if any, required during any renewal term, shall be as determined by the Lessor. In any event, Basic Rent shall not be less than the previous year.

b) **Second Renewal**

If at the end of the first renewal term, the Lessee shall be desirous of a further term, the Lessee may renew for a further term of five (5) years, August 1, 2034 to June 30th 2039, under the terms set out in S 3.1 (a).

- i) There shall be no further option to renew after the 2nd renewal term

Section 4.0 Rent

The Lessee covenants and agrees to pay unto the Lessor, per annum, at the office of the Lessor, in lawful money of Canada, without any prior demand therefore and without any deductions of any kind whatsoever, the following as rent (“Basic Rent”):

- i.) For the period beginning August 1, 2024 and ending July 31, 2025 (Year 1), the sum of \$ 39,150.69 per annum.
- ii.) For the period beginning August 1, 2025 and ending July 31, 2026 (Year 2), the sum of \$ 39,922.94 per annum.
- iii.) For the period beginning August 1, 2026 and ending July 31, 2027 (Year 3), the sum of \$ 40,727.33 per annum.
- iv.) For the period beginning August 1, 2027 and ending July 31, 2028 (Year 4), the sum of \$ 41,545.43 per annum.
- v.) For the period beginning August 1, 2028 and ending July 31, 2029 (Year 5), the sum of \$ 42,380.39 per annum.

Computed as follows with respect to the area of the Demised Premises:

Year	Period	Land	Rate	Annual Rent
1	August 1, 2024 to July 31, 2025	152,870 S.F.	\$0.2272/S.F./YR	\$34,732.06
2	August 1, 2025 to July 31, 2026	152,870 S.F.	\$0.2317/S.F./YR	\$35,419.98
3	August 1, 2026 to July 31, 2027	152,870 S.F.	\$0.2363/S.F./YR	\$36,123.18
4	August 1, 2027 to July 31, 2028	152,870 S.F.	\$0.2411/S.F./YR	\$36,856.96
5	August 1, 2028 to July 31, 2029	152,870 S.F.	\$0.2459/S.F./YR	\$37,590.73

Year	Period	Waterlot	Rate	Annual Rent
1	August 1, 2024 to July 31, 2025	168,650 S.F.	\$0.0262/ S.F./ YR	\$ 4,418.63
2	August 1, 2025 to July 31, 2026	168,650 S.F.	\$ 0.0267/ S.F./ YR	\$ 4,502.96
3	August 1, 2026 to July 31, 2027	168,650 S.F.	\$ 0.0273 / S.F. /YR	\$ 4,604.15
4	August 1, 2027 to July 31, 2028	168,650 S.F.	\$ 0.0278/ S.F. /YR	\$ 4,688.47
5	August 1, 2028 to July 31, 2029	168,650 S.F.	\$ 0.0284 /S.F. /YR	\$ 4,789.66

Section 4.0(1) Security Deposit

To secure the prompt and faithful payment of the Rent in this Lease reserved and the faithful performance by the Lessee of all of the other covenants and conditions herein contained on the Lessee's part agreed to be performed, the Lessee shall concurrently with the execution of this Lease, deposit with the Lessor by negotiable cheque the sum of \$7,676.37 to be applied against Basic Rent and HST (herein called the "Security Deposit"). In the event that the Lessee defaults in the payment of Rent herein reserved or fails to perform any of the other covenants or conditions herein contained on the Lessee's part to be performed, the Lessor shall have the right to apply the Security Deposit or any portion thereof toward the curing of said default or failure. In the event of any such application by the Lessor, the Lessee shall, upon demand of the Lessor, forthwith deposit with the Lessor a sufficient amount of cash to restore the Security Deposit to the original amount thereof, and the Lessee's failure to do so within ten (10) days after receipt of such demand from the Lessor shall carry with it the same consequences as failure to pay any installment of rent due under this Lease. In the event that this Lease shall be terminated for any reason other than default upon the part of the Lessor or damage or destruction to the Premises or expropriation (in any of which events the Security Deposit, less any portion thereof which may have been utilized by the Lessor to cure any default or applied to damages suffered by the Lessor shall be refunded to the Lessee), the Lessor shall have the right to retain the Security Deposit until the expiration of the Term by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of the Lessor may be ascertained. At the expiration of the Term by lapse of time, provided the Lessee has paid all of the rental herein called for and fully performed all of the other covenants and conditions on its part agreed to be performed. At the expiration of the Term or earlier termination of the Lease, the Lessor shall return to the Lessee the Security Deposit less any portion thereof which may have been utilized by the Lessor to cure any default or applied to the last month's Rent or any damages suffered by the Lessor as a result of a Lessee default. The Lessor shall have the right to transfer to any purchaser or transferee of the Lessor's interests in the Lands, the Premises or in this Lease, any amounts held by the Lessor under this Section 3.5, and the Lessor shall thereupon be relieved from any further liability to the Lessee with respect to the Security Deposit.

Section 4.1 Payment of Rent

Basic Rent shall be payable in advance on the 1st day of August and the 1st day of February in each and every year during the Term in semi-annual installments as follows:

- a) During Year 1, the sum of \$ 19,575.35; on August 1
the sum of \$ 19,575.35: on February 1
- b) During Year 2, the sum of \$ 19,961.47; on August 1
the sum of \$ 19,961.47; on February 1
- c) During Year 3, the sum of \$ 20,363.66; on August 1
the sum of \$ 20,363.67; on February 1
- d) During Year 4, the sum of \$ 20,772.71; on August 1
the sum of \$ 20,772.72; on February 1
- e) During Year 5, the sum of \$ 21,190.20; on August 1
the sum of \$ 21,190.20; on February 1

With the first of such semi-annual payments to be due and payable on the 1st day of August, 2024

Section 4.2 Net Lease

The Lessee acknowledges and agrees that it is intended that this Lease is an absolutely net and carefree Lease to the Lessor, except as expressly herein set out; that the Lessor is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Demised Premises or the use and occupancy thereof, or the contents thereof, or the business carried on therein, except as expressly herein set out; and the Lessee shall pay all charges, imposition, taxes, costs and expenses of every nature and kind relating to the Demised Premises, except as expressly set out herein.

Section 4.3 Recovery of Additional Rent

Save as otherwise expressly set out herein, all additional charges payable by the Lessee contemplated by this Lease (the "Additional Rent") shall be deemed to be and shall be treated as rent and payable and recoverable as rent, and the Lessor shall have (in addition to any other right or remedy) the same rights and remedies in the event of default by the Lessee in payment of any amount payable as Additional Rent as the Lessor would have in the case of default by the Lessee in payment of rent.

Section 5.0 Interest on Rent Past Due

If the Lessee fails to pay any Basic Rent or Additional Rent when due under this Lease, such unpaid amounts shall bear interest, payable as Additional Rent, from the date due until the date of payment, at a rate per month of 1 ½ per cent.

Section 6.0 Use

The Lessee shall only use the Demised Premises for the purpose of operating a small craft marina and for boats sales and service and any purpose incidental to those purposes and no other purpose without first receiving the prior written consent of the Lessor.

Section 7.0 Lessee's Covenants

The Lessee covenants with the Lessor as follows:

a) To Pay Rent

To pay the Lessor the Basic Rent, Additional Rent and all other sums set out herein at the times and in the manner herein contemplated, without any set-off, abatement or reduction whatsoever;

b) To Pay Taxes

To pay the Lessor all taxes and similar charges (including, without limitation, realty taxes, school taxes, goods & services taxes, levies, duties, assessments and local improvement rates, and other rates) charged or required by any taxing or other governmental authority against the Demised Premises, or against any installations or improvements made in, by or on the Demised Premises at any time. Such payment(s) shall be made within fifteen (15) days of presentation by the Lessor to the Lessee of an invoice indicating that such taxes and similar charges are due and payable and shall be in an amount equal to the amount(s) set out in the said invoice(s). In the event that the Lessee fails to pay the Lessor any amount(s) required hereunder when due, the Lessee acknowledges that such amount(s) shall bear interest in the manner contemplated by Section 5.0 of this Lease and, in addition to being obligated to pay the said taxes and similar charges, the Lessee shall be obligated to pay all applicable fines and other charges (including interest) charges by taxing and other governmental authorities.

The Lessee is responsible for paying its share of all municipal taxes, which shall be charged to the Lessee directly by the Corporation of the Township of Edwardsburgh/Cardinal and shall be calculated by the area of the Premises leased by the Lessee;

c) To Maintain

To maintain and keep the Demised Premises, at its own expense, in good order and repair, excepting only reasonable wear and tear. Without limiting the generality of the foregoing, the Lessee specifically covenants and agrees to maintain and keep trim, and replace when necessary, all landscaping on the Demised Premises and to keep up all fences situate upon the Demised Premises

and to make anew any parts thereof that may require to be new-made in a good and workmanlike manner and at proper seasons of the year;

d) To Pay Utilities

To pay, when due, all charges for utilities used in the Demised Premises including, but not limited to, water rates, electrical rates, telephone rates and gas rates. The Lessee shall also pay for apparatus, meters and other things leased or purchased in connection with utility services provided to the Demised Premises, and for all work performed by anyone in connection with such utilities; and for its proportionate share of maintenance of access roads;

e) To Permit Entry by Lessor

To permit the Lessor to enter the Demised Premises to view the state of repair, the Lessee to be notified of such entry. If the Lessor notifies the Lessee of the need for repairs, the Lessee will repair in accordance with such notice. On the expiration or date of early termination of this Lease, the Lessee shall surrender the Demised Premises to the Lessor in a good state of repair consistent with the obligations imposed upon the Lessee during the Term. All repairs required to be made pursuant to this Subsection shall be completed prior to the date upon which this Lease terminated, failing which, the obligations of the Lessee shall survive the expiration or other termination of this Lease and shall remain in full force and effect until fully completed;

f) To Permit Lessor to Make Repairs

To permit the Lessor, if the Lessee is in default of the provisions of Subsection 7.0 (c), to make the needed repairs for and on behalf of the Lessee and, in this regard, the Lessee hereby appoints the Lessor as its agent and agrees that the Lessor may charge its costs for all such repairs to the Lessee for immediate payment on demand;

g) To Comply With All Laws

To comply promptly with and conform to the requirements of all applicable statutes, laws, by-laws, regulations, ordinances and orders (including by-laws of the Lessor) at any time in force during the Term which affect the condition, equipment, maintenance, use or occupation of the Demised Premises, and with every applicable regulation, order and requirement of the Insurers Advisory Organization or any body having similar functions or of any liability or fire insurance company by which either the Lessor or the Lessee may be insured at any time during the Term; provided that if the Lessee defaults under the provisions of this clause, the Lessor may itself comply with the requirements of this clause and the Lessee shall forthwith pay all costs and expenses incurred by the Lessor in so doing and all such costs and expenses shall be recoverable by the Lessor as Additional Rent. Without limiting the generality of the foregoing, the Lessee specifically covenants and agrees to comply with all requirements of the Weed Control Act, R.S.O. 1990, C. W.5 (as amended from time to time) and to pull up or otherwise destroy or prevent from going to seed on the Demised Premises all noxious weeds and grasses growing thereon.

h) Not to Carry on a Nuisance

Not to carry on or permit to be carried on upon the Demised Premises or Right of Way any occupation or business which shall by the Lessor be deemed a nuisance; nor use, exercise or carry on or permit to be used, exercised or carried on, in or upon the Demised Premises or Right of Way or any part thereof, any noxious, noisome or offensive art, trade, business operation, occupation, or calling and that no act, matter or thing whatsoever shall at any time during the Term be done in, upon or about the Demised Premises or Waterlot or Right of Way or any part thereof that shall or may be or grow to the annoyance, damage or disturbance of the Lessor or occupiers or owners of the adjoining or nearby lands or premises;

i) Not to Assign

To deliver to the Lessor, if the Lessee wishes to assign this Lease or sublet, license or part with the possession of all or any part of the Demised Premises, or mortgage or otherwise encumber its interest in this Lease or in the Demised Premises, notice in writing of its intention, setting out the details of the proposed transaction. Provided that the Lessor, within thirty (30) days after its receipt of the Lessee's notice, consents in writing (which consent may be unreasonably withheld), the Lessee may assign, sublet, license or part with possession of the Demised Premises or mortgage or otherwise encumber its interest in the Lease or in the Demised Premises, as the case may be. The Lessee shall not at any time assign or sublet the whole or any portion of the Demised Premises at a premium such that the rent, payment, fee or other consideration payable by the assignee or sublessee to the Lessee is greater than the rent payable hereunder to the Lessor. The Lessor's

consent shall be given only on the condition that the Lessee is to remain fully liable for the proper performance of all of the terms of this Lease and upon the additional condition that in the case of an assignment of Lease, the assignee shall agree in writing with the Lessor to properly perform all of the terms of the Lease. Where the Lessee is a corporation (other than a public corporation whose securities are listed on a recognized stock exchange in Canada or the United States of America), a transfer, sale, pledge or other disposition of the voting stock of the Lessee which results in a change of control of the Lessee's corporation shall be considered an assignment of this Lease by the Lessee, and shall be subject to all of the terms of this Subsection. In addition, any amalgamation by the Lessee with any other entity shall be considered an assignment of the Lease by the Lessee and shall be subject to all of the terms of this Subsection.

Notwithstanding the above, the Lessor may unreasonably withhold their consent for the Lessee's request for assignment, sublet, licence, mortgage, other encumbrance or other similar transfer of the Premises;

j) No Tracked Equipment

Not to permit any tracked vehicle(s) (including, without limiting the generality of the foregoing, any bulldozers and/or cranes) to use the Right of Way or any other of the lands or roadways owned or controlled by the Lessor without the prior written consent of the Lessor.

Section 7.1 Lessor's Consent required for Alterations

- a) The Lessee covenants not to erect, install or construct any buildings, structures, foundations, pilings, plant, drains, sewers, water mains, roadways, machine foundations, railway sidings, fixtures or any other installations or to place any fill materials upon or forming part of the Demised Premises without the prior written consent of the Lessor. If approved, all such erections, installations and construction shall be made, erected and installed at the Lessee's own expense and upon such terms as the Lessor may dictate.

To Remove Construction Liens

- b) If any construction lien be registered against the Demised Premises (or any part thereof) as a result of work done or materials supplied to the Demised Premises, the Lessee covenants and agrees to obtain and register a discharge of such lien within ten (10) days thereafter; and if the Lessee fails to do so, the Lessor may pay into court the amount required to obtain such a discharge, in the name of the Lessee, and the amount so paid, together with all disbursements and costs of such proceedings on a solicitor and his client basis, shall be payable by the Lessee to the Lessor and may be collected as Additional Rent.

Section 7.2 Signs and Posters

The Lessee covenants and agrees not to post or exhibit any signs, notices, paintings, displays, posters or any advertising whatsoever on the Demised Premises without the consent in writing of the Lessor first had and obtained.

Section 7.3 Cleanliness

The Lessee covenants and agrees to keep Demised Premises clean and trim throughout the Term or any renewal thereof, and at the end of the Term or any renewal thereof, to leave the Demised Premises clean and free from all rubbish. The Lessee covenants with the Lessor that the Lessee shall cause all materials, boats and equipment to be stored in accordance with good practice in handling such materials so that such materials shall not become a fire or other hazard. The Lessor and all persons authorized by the Lessor shall be entitled at all times to enter into and upon the Demised Premises for the purpose of examining all storage provided, however, that there shall be no obligation upon the Lessor to do so.

In addition to maintaining the cleanliness of the Premises, the Lessee shall be responsible for the removal of any boats that are non-functional or have been abandoned at the Premises. Such boats must be removed and stored off the Premises at the Lessee's sole cost and expense. Should the Lessee fail to remove non-functional or abandoned boats from the Premises, the Lessor reserves the right, at its discretion, to enter the Premises, remove the boats, and store them off the Premises. The Lessee shall bear all costs associated with such removal and storage, and shall be subject to a 15% administration fee on top of the actual costs incurred by the Lessor for these actions. Such costs shall be included as Additional Rent

Section 7.4 Removal of Buildings and Equipment

On the termination of this Lease or any renewal thereof, the Lessee shall remove from the Demised Premises any buildings, structures, foundations, boat docks, pilings, machinery, plant, equipment and fixtures which have been erected, installed or placed thereon, excepting sewers, drains and water mains below ground level (all of which excepted works are to remain the property of the Lessor), and shall level up and restore the surface of the Demised Premises and leave in a trim and clean condition, and any such buildings, structures, foundations, pilings, machinery, plant, equipment and fixtures which are not removed at the date of the termination of this Lease may be removed by the Lessor at the cost and expense of the Lessee, or at its option may be treated by the Lessor as abandoned.

Section 7.5 Quiet Enjoyment

The Lessee, subject to the provisions of this Lease, covenants for quiet enjoyment of the Demised Premises

Section 8.0 Insurance

Throughout the Term, the Lessee shall take out and maintain, at the Lessee's sole expense, in such form and with such companies as the Lessor may reasonably require, the following insurance coverage:

- a) To insure and keep fully insured (without any right of subrogation to the Insurer) all insurable buildings, goods, merchandise and other property upon the Demised Premises in which the Lessee has an insurable interest, which are liable to loss or damage by any and all risks;
- b) General liability insurance in an amount no less than five million dollars (\$5,000,000.00) per occurrence (or such greater amount that the Lessor reasonably deems advisable) in respect of any injury to or death of person or persons or property damage due to or arising out of the Lessee's business, use or occupation of the Demised Premises;
- c) Rental income coverage on a Profits Form in an amount not less than such as will guarantee to the Lessor the uninterrupted payment of Basic Rent and any other payments due under this Lease; and
- d) Any other form of insurance, which the Lessor, as a prudent and reasonable owner, may deem advisable.

The aforesaid insurance shall name the Lessee and the Lessor as the named insured, with loss payable to the Lessee and to the Lessor. Notwithstanding any contribution by the Lessee to the cost of the insurance referred to in this Section 8.0, the Lessee acknowledges and agrees that:

- i.) The Lessee is not relieved of any liability arising from or contributed to by its negligence or its willful act or omission; and
- ii.) All proceeds of any insurance policies referred to in this Section 8.0 shall (with the exception of proceeds obtained pursuant to coverage maintained pursuant to Subsection (a) of this Section 8.0) be endorsed by the Lessee in favour of the Lessor forthwith following receipt thereof.

All policies of insurance maintained by the Lessee pursuant to this Section 8.0 shall provide that such insurance may not be terminated, canceled or materially altered unless thirty (30) days' written notice of such termination, cancellation or material alteration is given by the insurers to the Lessor. The Lessee shall, prior to gaining entry to all or part of the Demised Premises, deliver to the Lessor certificates of such insurance, or at the Lessor's option, certified copies of all insurance policies. Current certificates of insurance and/or certified copies of all insurance policies shall be submitted by the Lessee to the Lessor each and every year on the anniversary date of this Lease.

Section 8.1

The Lessee acknowledges and agrees that:

- a) Not to make improvements or to permit and/or to omit procedures and/or operations on the Demised Premises without adequately insuring such improvements and changes;

- b) Not to do or omit or permit to be done or omitted upon the Demised Premises anything which may cause any insurance policy to be canceled or make it impossible to obtain adequate insurance protection in respect of the Demised Premises or any buildings, machinery or fixtures thereon or shall cause any insurance policy of the Lessor or of the Lessor's tenants of adjacent or nearby lands to be canceled or make it impossible to obtain any insurance policy or shall cause the premium of any policy to increase; and
- c) In the event that the insurance premiums of the Lessor and/or the tenants of the Lessor are increased on such real and personal property as the Lessor and/or the tenants of the Lessor may from time to time see fit to insure, as a direct result of the use made by the Lessee of the Demised Premises, or from or by reason of any of the privileges granted to the Lessee hereunder, the Lessee covenants to pay to the Lessor and/or the said tenants, as the case may be, the amount of such increased premium or premiums upon receipt of due proof that the increased premium or premiums have been charged as a direct result of the use made by the Lessee of the said Demised Premises or from or by reason of the exercise of any privileges granted to the Lessee hereunder.

Section 8.2

Neither the Lessee or anyone claiming by, through or under or on behalf of the Lessee shall have any claim, right to action or right of subrogation against the Lessor, its agents or employees, for or based upon any injury, loss or damage to any person or persons or to the Demised Premises or any property therein or thereon, caused by fire, explosion or any other peril covered by any policies of insurance maintained with respect to the Demised Premises, whether or not such injury, loss or damage results or arises from negligent act or omission of the Lessor, its agents or employees, or any other person(s) for whom the Lessor is in law responsible, and the Lessee covenants and agrees that any and all policies of insurance providing coverage as aforesaid shall be forthwith endorsed with a waiver of any and all subrogation rights which might otherwise vest in the insurer of such policy or policies of insurance.

Section 9.0 Damage to Lessee's Property

The Lessor shall not be liable or responsible in any way for any loss of or damage or injury to any property belonging to the Lessee or to employees of the Lessee or to any other party while such property is in or upon the Demised Premises. Without limiting the generality of the foregoing, in no event shall the Lessor be liable for any damage to any such property caused by water, rain or snow which may leak into, issue or flow from any part of the Demised Premises or from the water, drainage pipes or plumbing works of the Demised Premises or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or for any damage caused by anything done or omitted to be done by any Lessee.

Section 10.0 Indemnification of the Lessor for Breach of Covenants

The Lessee hereby saves the Lessor harmless and indemnified against all loss incurred by the Lessor for damages, costs or expenses on account of the non-observance by the Lessee of any of the covenants hereby entered into by the Lessee or on account of the non-performance by the Lessee of any of the things devolving upon the Lessee by the terms of this Lease to do or to have done; and where such things are not done, the Lessor may, where possible, do the same and may charge the cost thereof against the Lessee.

Section 11.0 Indemnification of the Lessor for Damage

The Lessee covenants and agrees to indemnify harmless the Lessor of and from any and all manner of claims, damages, loss, costs and charges whatsoever occasioned to or suffered by or imposed upon the Lessor, directly or indirectly, in respect of any matter or thing in consequence of or in connection with or arising out of this Lease, or the Lessee's occupancy or use of the Demised Premises or out of any operation in connection therewith or in respect of any accident, damage or injury to any person, animal, vehicle or thing by, from or on account of same in any manner whatsoever whether the same arises from the gross negligence of the Lessee or not except where the same is caused by the negligence of the Lessor.

Section 11.1

The Lessee expressly covenants and indemnifies the Lessor, without limiting the foregoing, for all claims, loss, costs and damages arising from the use of any access road, right of way, waterlot, or railway crossing.

Section 12.0 Condoning of Breaches

It is expressly understood and agreed that any condoning, excusing or overlooking by the Lessor on previous occasions of any default, breach or non-performance by the Lessee at any time or times in respect of any covenant, proviso, condition or reservation herein contained which on the part of the Lessee ought to be observed or performed shall not be taken to operate as a waiver of the Lessor's rights hereunder in respect of any subsequent default or breach in respect thereof, nor in any way to defeat or affect the rights of the Lessor.

Section 13.0 Acceptance of Premises by Lessee

The Lessee accepts the Demised Premises in their present condition and as fit and sufficient for the purposes of the Lessee.

Section 14.0 Lessor's Remedies, Re-entry, Etc.

During the term of the lease, if any of the goods, chattels or effects of the Lessee shall at any time during the Term be seized or taken in execution of attachment or if a writ of execution shall be issued against the goods, chattels or effects of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or if the Lessee shall be adjudged bankrupt, or if the Lessee shall commit any act of bankruptcy or make any proposal under or take advantage of any of the provisions of the Bankruptcy Act or the Companies Creditors Arrangements Act or any amendments thereto or take advantage of any act or statutes whatsoever that may be in force regarding bankrupt or insolvent debtors or debtors who are not able to or do not pay their debts promptly and in full, or if a receiving order or winding up order shall be made against or in respect of the Lessee, or in case any winding up proceedings are taken by, against or in respect of the Lessee, or a receiver manager is appointed to control the Lessee's operation or in case the Demised Premises become vacant or unoccupied (other than seasonally) or be used by any person other than those entitled to use them under the terms of this Lease, or in case they shall be used for any other purpose than that herein set out, or in case the Demised Premises or any part thereof shall be used in any way which shall be contrary to any covenant of the Lessee herein set out, or in case the Lessee shall attempt to or shall abandon or desert the Demised Premises or sell or dispose of or remove so much of its goods and chattels to that there would not, in the event of such sale, disposal or removal, be sufficient distress on the Demised Premises for any rent in arrears and for the three months next ensuing (of which the Lessor shall be the sole judge) or if the Lessee fails to pay any Basic or Additional Rent, or in case the Lessee shall commit a breach of any covenant or agreement whatsoever set out in this Lease and on its part to be performed, then and in every such event, at the option of the Lessor, Basic Rent and Additional Rent for the three (3) months next following shall immediately become due and payable by the Lessee to the Lessor; and in addition to any other remedies which it may have, the Lessor may at its option re-enter and take and keep possession of the Demised Premises from all claims whatsoever by or through the Lessee.

Section 14.1 Lease Forfeiture for Breach of Covenants

The Lessee hereby agrees that this Lease is entered into upon and subject to the due performance and observance of the several terms and covenants to be performed and observed by the Lessee, the violation or non-performance or non-observance of any of which may be taken by the Lessor as absolutely forfeiting this Lease and giving the Lessor the right to treat the same as at an end.

Section 14.2 Distress

The Lessee waives and renounces the benefit of any laws and the provisions of any statutes which are now or may hereafter be in force whereby and of its goods, chattels or effects are or may be exempt from seizure under any writ issued out of any court of whereby the right of the Lessor to distrain is in any respect limited or restricted and without limiting the generality of the foregoing waiver, the Lessee expressly covenants and agrees that notwithstanding any law or the provision of any statute to the contrary:

- (a) The Lessor shall have the right to distrain all or any of the goods, chattels and effects of the Lessee without exception or exemption of any kind;
- (b) The Lessor shall have the right to distrain at any time of the day or night, whether or not the Demised Premises are occupied at the time or any person is there, and the Lessor shall have the right for the purpose of distraining as aforesaid to make forcible entry if peaceable entry cannot easily and conveniently be effected;

- (c) The Lessor shall have the right to distrain the said goods, chattels and effects either on the Demised Premises or any other place to which they may have been removed within thirty (30) days after removal;
- (d) The Lessor shall have the right to distrain for the full amount of the arrears of rent notwithstanding any debt alleged by the Lessee to be due it by the Lessor; and
- (e) The Lessor shall not be obliged to lock up or detain goods, chattels or effects distrained by it in the place where the same are found, but may remove the same or any part thereof to any other place satisfactory to the Lessor.

Section 14.3 Exhibiting Demised Premises

The Lessee covenants with the Lessor, during the final 3 months of the Term, or any time with the Lessee's consent, upon 24 hours' notice or sooner with the Lessee's consent, to permit the Lessor or the Lessor's agents or employees to exhibit the Demised Premises to prospective tenants.

Section 14.4 Emergency Access by Lessor

If the Lessee is not present to permit access to any part of the Demised Premises during an emergency or perceived emergency, the Lessor or its agents may, without service of notice or resort to legal process, forcibly gain access or enter upon any part of the Demised Premises without rendering the Lessor or such agents liable therefore, and without any manner affecting the obligations covenants of the Lessee under this Lease.

Section 15.0 Tenancy at Expiration of Lease

If the Lessee continues to occupy the Demised Premises after the date of expiration of the Term, and without any further agreement between the parties hereto, the Lessee shall be a monthly tenant at a monthly Basic Rate equal to 125% the monthly Basic Rent payable by the Lessee during the month immediately preceding the expiration of the Term (or the expiration of any renewal term, as the case may be). Such monthly tenancy shall, in all other respects, be subject to the terms of this Lease.

Section 16.0 Impossibility of Performance

It is understood and agreed that whenever and to the extent that the Lessor shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service or labour required to enable it to fulfill such obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller, board, governmental department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond the Lessor's control whether of the foregoing character or otherwise, the Lessor shall be relieved from the fulfillment of such obligation during the period of such delay or restriction and the Lessee shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Section 17.0 Hydro Easement

- a) An overhead electric power line is shown in its approximate location by a line coloured, **ORANGE**, described in Schedule "D" hereto annexed, hereinafter called the "Hydro Easement".
- b) The power line is on an easement granted by the Lessors to Ontario Hydro.
- c) The Lessee acknowledges and agrees that
 - i) Its Lease of the Demised Premises is subject to the prior easement agreement with Ontario Hydro.
 - ii) The Lessee shall not interfere in any manner with the use of the easement by Ontario Hydro or its agents.
- d) The Lessor shall not be liable on account of the power line, for any injury or loss, or damage to buildings, vehicles or property which may be suffered by the Lessee.

Section 18.0 Environmental Covenants

- a) The Lessee acknowledges and agrees that it has leased the Demised Premises on an “as is, where is” basis and that the Lessor has no responsibility or liability with respect to the state of repair or condition of the Demised Premises or with respect to any defects or deficiencies therein or the compliance or non-compliance of the Demised Premises with applicable environmental legislation.
- b) The Lessee assumes the sole responsibility for the contamination of the Demised Premises created during the Term and any renewals thereof by any contaminant (for the purposes of this Lease, a “contaminant” includes any solid, liquid gas, odour, heat, sound, vibration, radiation or otherwise that results directly or indirectly from human activities that may cause an adverse effect or as defined by a legislation which may be applicable) and shall wholly indemnify the Lessor with respect thereto. The Lessee shall be similarly liable for, and shall indemnify the Lessor with respect to any claims, orders, actions or demands of any kind whatsoever, with respect to any pollutant or toxic substance on or in the Demised Premises created or caused during the Term and any renewals thereof as a result of the activities of the Lessee or any other person. The Lessee shall bear sole responsibility for the cleanup and removal of any such contaminant, pollutant or toxic substance and shall be solely liable for any consequential damages claimed by anyone with respect thereto and shall wholly indemnify the Lessor with respect thereto.
- c) The liability of the Lessee shall extend, but shall not be limited to, any liability for damages or otherwise, to owners, Lessees or other occupants of properties adjacent to the Demised Premises. The liability of the Lessee shall not be affected by or limited to contaminants, pollutants, or toxic substances within the knowledge or control of the Lessee and the Lessee’s liability shall extend to all contaminants, pollutants or toxic substances on or in the Demised Premises created during the Term.
- d) The Lessee shall comply with all environmental laws and regulations affecting the Demised Premises during the Term; shall promptly advise the Lessor in writing of any orders or claims issued by any governmental authority or agency with respect to the state or condition of the Demised Premises; and, shall upon expiration of the Term, provide a certificate from an environmental consultant acceptable to the Lessor to effect that no contaminants, pollutants or toxic substances exist on any part of the Demised Premises.
- e) If the Lessee elects to maintain insurance with respect to claims arising out of breach of environmental law and regulations or otherwise with respect to the existence of contaminants, pollutants or toxic substances on the Demised Premises, the Lessor shall be shown as a named insured under such policies of insurance. Such policies shall be endorsed so that the ability of the Lessor to recover thereunder shall be unaffected by any act, omission or negligence of the Lessee.
- f) If the Lessee fails to or refuses to comply with any of the obligations hereunder or, if the Lessee is not, in a timely and diligent fashion, attempting to comply with any of such obligation, such failure shall constitute an event of default under this Lease and shall entitle the Lessor to the same rights and remedies available with respect to any other default, including, without limitation, the right of terminating this Lease and re-entering the Demised Premises, all without releasing the Lessee from its obligations. In addition, if the Lessee fails to comply with any of its obligations hereunder, the Lessor may, at its option, elect to comply with same at the cost and expense of the Lessee (including Lessor’s legal fees on a solicitor and his own client basis) and the Lessee shall pay all such costs and expenses, together with the additional sum of fifteen per cent (15%) of such costs and expenses for Lessor’s overhead, to the Lessor forthwith on demand.
- g) The obligations of the Lessee, including its obligation to indemnify the Lessor, shall survive the expiration or termination of this Lease and shall remain in full force and effect until fully complied with. The environmental covenants apply to the waterlot.

Section 19.0 Notice

Any notice or request herein provided for or given hereunder if given by the Lessor to the Lessee, shall be sufficiently given if delivered or mailed by prepaid registered post addressed to the Lessee at the Demised Premises. Any notice or request herein provided for or given hereunder if given by the Lessee to the Lessor shall be sufficiently given if delivered to the Lessor at The Port of Johnstown 3035 County Rd 2, Johnstown, ON K0E 1T1, to the attention of the Port Manager. Any notice or request shall be conclusively deemed to have been given on the date of its delivery or if mailed, on the fifth day following the day on which it was so mailed, as the case may be. However,

in the event of an interruption or threatened interruption of postal service, notice shall be given by personal delivery only.

Section 20.0 Confidentiality of Lease

The terms of this Lease may not be released without the prior written consent of both the Lessor and the Lessee.

The Lessee shall not register this Lease or any assignment or sublease without the prior written consent of the Lessor

Section 21.0 Enurement

The covenants and agreement herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators and successors and assigns of the parties hereto respectively, except where otherwise hereinbefore expressed, excepted or provided. Wherever the singular and masculine are used through this Lease, the same shall be construed as meaning the plural or neuter where the context of or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have executed this Indenture as of the date first above written.

**The Corporation of the Township of
Edwardsburgh/Cardinal, Port of Johnstown
Division. (the “Lessor”)**

By: _____
Name: Robert Dalley
**Title: General Manager, Port of
Johnstown**

By: _____
Name: Tory Deschamps
Title: Mayor

By: _____
Name: Sean Nicholson
Title: Chief Administrative Officer

We have authority to bind the corporation.

St. Lawrence Marina Ltd. (the “Lessee”)

By: _____
Name: Matthew Purvis
Title: President

**I have the authority to bind the
corporation.**

SCHEDULE "A"

DESCRIPTION OF DEMISED PREMISES

PORT OF JOHNSTOWN PARCEL P- 34-B

All and singular that certain parcel or tract of land and premises situate lying and being in the Township of Edwardsburgh/Cardinal, in the province of Ontario.

Being composed of part of those lands of Port of Johnstown, and which parcel or tract of land is designated by the colour **GREEN** on the attached sketch.

The above-described parcel of land contains by admeasurement 152,870 square ft.

TOWNSHIP OF EDWARDSBURGH/CARDINAL

PORT OF JOHNSTOWN

Per:

PROVINCE OF ONTARIO

R. DALLEY
GENERAL MANAGER

SCHEDULE A

July
2024



SKETCH TO ILLUSTRATE LEASES
 PORT OF JOHNSTOWN
 GEOGRAPHIC TOWNSHIP OF EDWARDSBURGH/CARDINAL

LAND AREA	SQ. MTS	SQ. FT.
TOTAL	14,202	152,870



SCHEDULE "B"

DESCRIPTION OF WATERLOT

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Edwardsburgh/Cardinal, in the Province of Ontario.

Being composed of part of the lands of the Port of Johnstown, covered by water and which parcel is designated by the colour **BLUE** on the attached plan.

The above-described parcel contains by admeasurement 168,650 square ft be the same more or less.

PORT OF JOHNSTOWN
Per:

R. DALLEY
GENERAL MANAGER

SCHEDULE "C"

DESCRIPTION OF RIGHT OF WAY

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Edwardsburgh/Cardinal, in the Province of Ontario.

Being composed of part of the lands of the Port of Johnstown, the right of way is designated by the colour **BROWN** and shown on the attached plan in its approximate location.

Generally described, the right of way is a common access in favour of Leases 34-A and 34-B.

PORT OF JOHNSTOWN
Per:

R. DALLEY
GENERAL MANAGER

SCHEDULE "D"

DESCRIPTION OF HYDRO EASEMENT

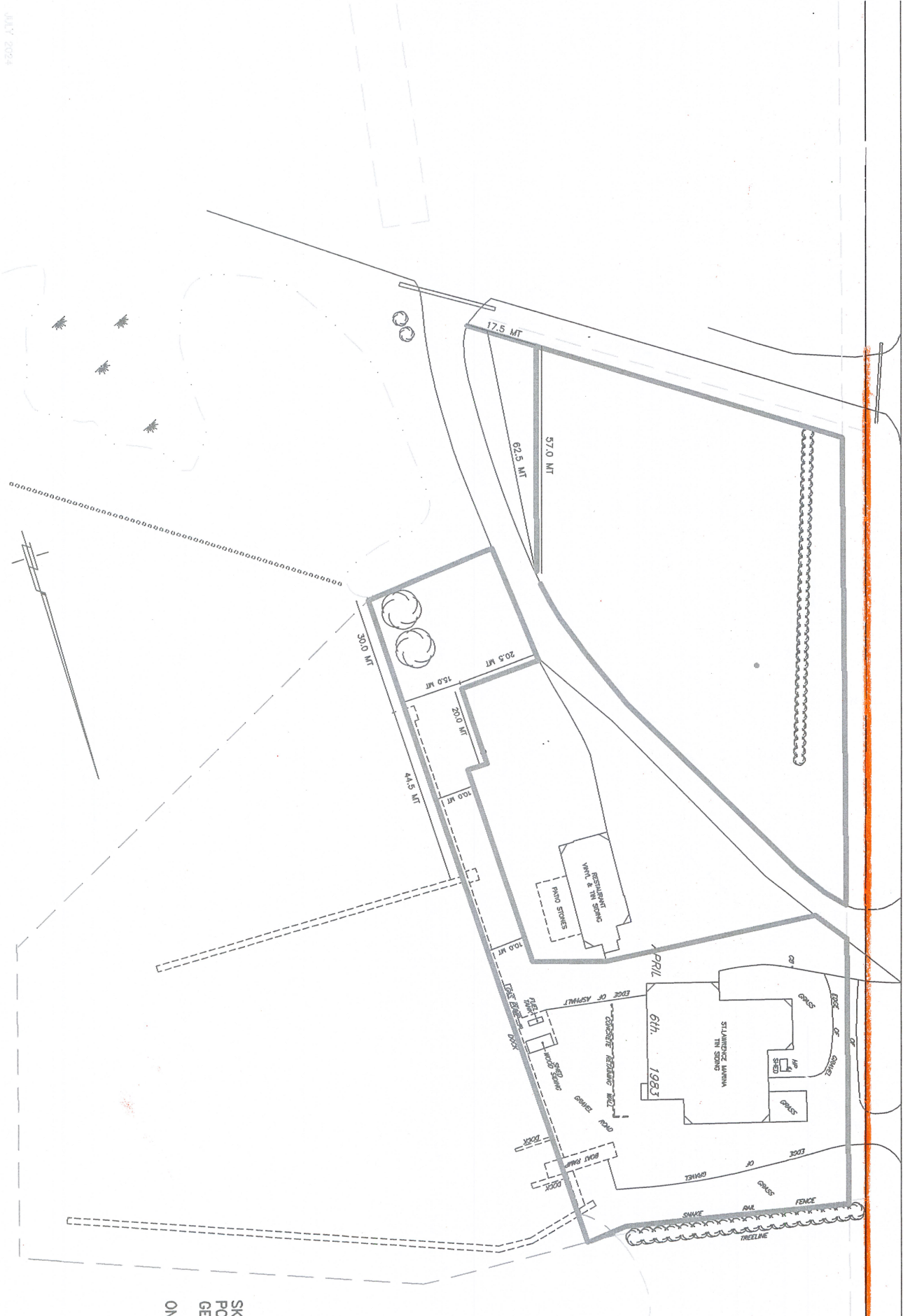
All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Edwardsburgh/Cardinal, in the Province of Ontario.

An overhead electric power line is shown in its approximate location by a line coloured, **ORANGE**

PORT OF JOHNSTOWN
Per:

R. DALLEY
GENERAL MANAGER

SCHEDULE D



SKETCH TO ILLUSTRATE LEASE
 PORT OF JOHNSTOWN
 GEOGRAPHIC TOWNSHIP OF EDWARDSBURGH/CARDINAL
 ONTARIO HYDRO EASEMENT

JULY 2004

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2024-

**“A BY-LAW TO AUTHORIZE THE MAYOR, CAO AND PORT GENERAL
MANAGER TO EXECUTE A LEASE AGREEMENT WITH JOE MOULTON O/A JOE
COMPUTER.”**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the Port Management Committee has recommended that, and Municipal Council deems it desirable to, enter into a lease agreement with Joe Moulton o/a Joe Computer, for a 5-year term with one 5-year renewable option to utilize Port of Johnstown facilities for the telecommunications antenna equipment, as described within the agreement.

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor, CAO and Port General Manager are hereby authorized to execute the lease agreement with Joe Moulton o/a Joe Computer attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal and the Port of Johnstown.
2. That the Joe Computer Lease Agreement and its Schedules attached thereto shall form part of this by-law.
3. This by-law will come into force and take effect on its passing.

Read a first and second time in open Council this 22 day of July, 2024.

Read a third and final time, passed, signed and sealed in open Council this 22 day of July, 2024.

Mayor

Clerk

THIS LICENSE made in triplicate this: 1st day of July 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL,
Port of Johnstown Division
a municipal corporation under the laws of Ontario
(Port of Johnstown)
(hereinafter called the "Licensor")

and

JOE MOULTON O/A JOE COMPUTER
(hereinafter called the "Licensee")

WHEREAS the Licensor is the owner of the grain elevator ("the Elevator") and associated buildings and adjacent lands ("the Property") located in the Township of Edwardsburgh Cardinal, also known as the Port of Johnstown.

AND WHEREAS the Licensee is in the business of providing wireless internet services.

AND WHEREAS the Licensee is desirous of placing an antenna on the Elevator for the exclusive use of the Licensee and to place equipment within the Elevator, all for the purpose of providing high speed wireless internet service.

NOW THEREFORE in consideration of the respective obligations herein and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

- I. The Licensee shall be permitted to erect an antenna on the roof of the hoisting elevator head room on the Elevator in the general location shown on schedule "A" attached hereto and forming part hereof.
2. The Licensee shall be allocated space in the motor control room #7 in the rail shipping house of the Elevator, such space forming a part hereof for the purpose of installing the antenna and associated equipment.
3. (a) The Licensee shall pay to the Licensor, its successors and assigns the annual fees:
 - a) From July 1, 2024 to June 30, 2025, \$3,207.75;
 - b) From July 1, 2025 to June 30, 2026, \$3,368.14;
 - c) From July 1, 2026 to June 30, 2027, \$3,536.54;
 - d) From July 1, 2027 to June 30, 2028, \$3,713.37; and
 - e) From July 1, 2028 to June 30, 2029, \$3,899.04.

- (b) The annual fee shall be paid semiannually in two equal installments of half the annual fees due for each year of the term, in advance on the first day of July and the first day of January in each year during the term hereof (i.e. in the first year of the term, \$1,603.88 on July 1, 2024, and \$1,603.88 on January 1, 2025). In addition, the licensee shall pay to the licensor any Harmonized Sales Tax, which it may be required to pay by law.
4. The Licensee shall pay all taxes, rates, fees and assessments of every description, including any H.S.T. payments which may at any time be charged or imposed, during the term hereof, by any authority upon or in respect of the privileges hereby granted or any increase to the foregoing taxes, rates, fees and assessments to the Licensor which are the result of the privileges herein granted.
 5. The term of this License shall be for five (5) years commencing on the 1st day of July 2024 and ending on the 30th day of June 2029.
 6. If at the expiration of the Term the Licensee shall be desirous of taking a new License for a further term and provided that the Licensee is not and has not been in persistent default of any of the covenants, provisos and agreements contained in this license, the Licensee shall have the option of renewing the within License for an additional term of five (5) years , provided that the Licensee shall have given to the Licensor notice in writing of its intention to renew the said License at least six months prior to the expiration of the original Term. Provided that the notice provisions for exercising the Licensee's intention to renew as set out herein are met, the Licensee shall be entitled to and the Licensor will (at the sole cost of the Licensee), grant to the Licensee, a renewal license for the further term of five (5) years duration and the renewal lease shall be upon the same terms and conditions as contained in the within License save and except that:
 - a) There shall be no further option to renew; and
 - b) Rental rates and the amount of the security deposit, if any, required during the renewal term, shall be as determined by the Licensor, but shall not be less than the final year of the original Term.
 7. The Licensee accepts the licensed premises in their present condition “as is where is” and as fit and sufficient for the purposes of the Licensee.
 8. All installations, maintenance, repair and operations carried out under this License shall be done at the expense and risk of the Licensee, and in compliance with all applicable laws and regulations, including but not limited to the rules and regulations of the Licensor.
 9. The Licensee shall obtain all necessary permits and consents from all government agencies as required to carry out the foregoing and shall pay all fees required.
 10. The Licensee shall have all specifications and all work to be carried out under this License pre-approved by the Licensor. The Licensee agrees not to undertake any work without first obtaining such approval in writing.

11. The Licensee and subcontractors shall have access to the premises at reasonable times and in a manner approved by the Licensor for the purpose of installing, maintaining and repairing its equipment. Only persons authorized by the Licensor and under Licensee's direct supervision shall be permitted access to the premises.
12. The Licensee shall arrange such access during the normal business hours of the Licensor by calling 613-925-4228. Access may also be arranged during non-business hours, subject to availability, by calling Mike Moulton at 613-407-1254 or Jeff Wright at 613-264-2158 or such other person(s) as the Licensor may designate from time to time. The Licensor shall be entitled to recover its costs, as additional rent, for providing access during its non-business hours.
13. The Licensor may enter and view the state of repair, and the Licensee will repair according to notice in writing from the Licensor.
14. If the Licensee defaults at any time in any payment required under this agreement, including the provision of any services set out herein, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Licensor may give the Licensee written notice of such default and the Licensee shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding on the sixteenth (16th) day the Licensor may terminate this lease forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Licensee shall have a reasonable time to cure such default.
15. The Licensor agrees that the antenna attachments will not become fixtures and the Licensee agrees to remove the attachments and equipment from the building and elevator on termination of this agreement and repair any damage caused by such removal. In the event of a failure by the Licensee to remove the attachments and equipment after the receipt of at least ninety (90) days prior written notice by the Licensor given after the termination of this license to remove the same then the Licensor may remove the attachments and equipment at the expense of the Licensee.
16. The Licensor may require the Licensee to relocate all or some of the antenna attachments and/or re-allocate the space in or from the motor control room in the rail shipping house located in the building during the term hereof at the expense of the Licensee if such space is required by the Licensor; the relocation to be to comparable space. In the event that the Licensee's antennae and/or equipment is not able to be moved to comparable space and the Licensor has used reasonable efforts to relocate the Licensee then the Licensor may terminate this agreement by giving three (3) months prior notice to the Licensee and the fee paid hereunder shall be apportioned to the date of termination.
17. Nothing herein shall be construed to confer upon the Licensee any proprietary right to the Elevator or the Property. The Licensee shall not permit any other companies, corporations and/or persons to access, install, maintain and operate equipment on the antenna or within the Property without the prior written consent of the Licensor

being first obtained which consent may be withheld on any grounds by the Licensor.

18. In the event that the Licensee's use of the Property causes any transmission problem to the Licensor or to any customer of the Licensor, then such transmission problem shall be resolved to the satisfaction of the Licensor by the Licensee at its own expense as soon as possible. In the event that such transmission problem is not so resolved by the Licensee within eight (8) hours and if the Licensee is not able to provide a solution to the satisfaction of the Licensor, then the Licensor may disconnect the Licensee's Equipment at the expense of the Licensee. The Licensee shall only be permitted to reconnect such Equipment when the Licensor is satisfied that such Equipment will not cause any such transmission problem.
19. No change or modification to this agreement shall be valid unless it is in writing and is duly executed by both parties hereto.
20. The Licensor assumes no responsibility for the Licensing, operation or maintenance of the Licensee's installation.
- 21.1 The Licensee shall during the term hereof, provide proof of and keep in full force and effect a policy of Public Liability and Property Damage insurance with respect to the Property, in which the limits of Public Liability shall be not less than Two Million Dollars (\$2,000,000.00) per person and the Property Damage Liability shall not be less than Five Million Dollars (\$5,000,000.00). The Policy shall name the Licensor and the Licensee as insured and shall contain a clause that the insured shall not cancel or change the insurance without first giving the Licensor ten (10) days prior written notice.
- 21.2 The Licensee shall not do or permit to be done or omit or permit to be omitted upon the Elevator anything which shall cause the rate of insurance to be increased or the insurance on the Elevator to be cancelled. If the use and occupancy of the allocated space by the Licensee results in an increase in the provisions for fire, extended coverage or casualty insurance of the Facility the Licensee shall pay the Licensor the amount of such increase.
22. The Licensor shall, on the behalf of and at the expense of the Licensee, install on the antenna and equipment as a safety precaution, warning signs in English and French which shall have wording as mutually agreed upon by both parties, if such signs are deemed necessary by the Licensor.
23. The Licensee shall indemnify the Licensor against all actions, suits, claims, damages costs and liability arising out of;
 - i. Any breach, violation or non-performance of any Licensee's covenants, conditions or agreement in the agreement;
 - ii. Any damage to property occasioned by the Licensee's use of the Property; and
 - iii. Any injury to or death of any person resulting from the Licensee's use of

the Elevator.

24. The Licensee shall not register a notice of this agreement on the title to the Property. The terms of this License may not be released without the prior written consent of both the Licensor and the Licensee.
25. Any notice required by this agreement shall be made in writing and shall be deemed to have been sufficiently given (3) business days after the same has been sent by prepaid registered mail addressed in the case of the Licensor to:

Port of Johnstown
3035 County Road 2
Johnstown, ON
K0E 1T1

and in the case of the Licensee to:

Joe Moulton
11 Spencer St.
Box 291
Spencerville, ON
K0E 1X0

26. The Licensee may not assign or sublet this agreement in whole or in part or transfer possession under this agreement without first obtaining the prior written consent of the Licensor which consent may be unreasonably or arbitrarily withheld by the Licensor.
27. This agreement shall not be in force or bind either of the parties hereto until executed by all the parties named herein.
- 28.. The Licensor does not in any way or for any purpose become a partner of the Licensee in the conduct of its business, or otherwise, or a joint venture of a member of a joint enterprise with the Licensee, nor is the relationship of principal and agent created.
29. If the Licensee becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time relating to bankrupt or insolvent debtors, or is required to wind up or dissolve by any order or resolution, or is unable to meet its liabilities as they become due under this License may, in addition to any other remedies available to it, terminate any obligation of the Licensor under this License Agreement by giving thirty (30) days notice in writing to the Licensee.

IN WITNESS WHEREOF the parties hereto have duly executed this License this _____ day of _____ 2024.

**The Corporation of the Township of
Edwardsburgh/Cardinal, Port of Johnstown
Division, (the “Lessor”)**

By: _____
Name: Robert Dalley
**Title: General Manager, Port of
Johnstown**

By: _____
Name: Tory Deschamps
Title: Mayor

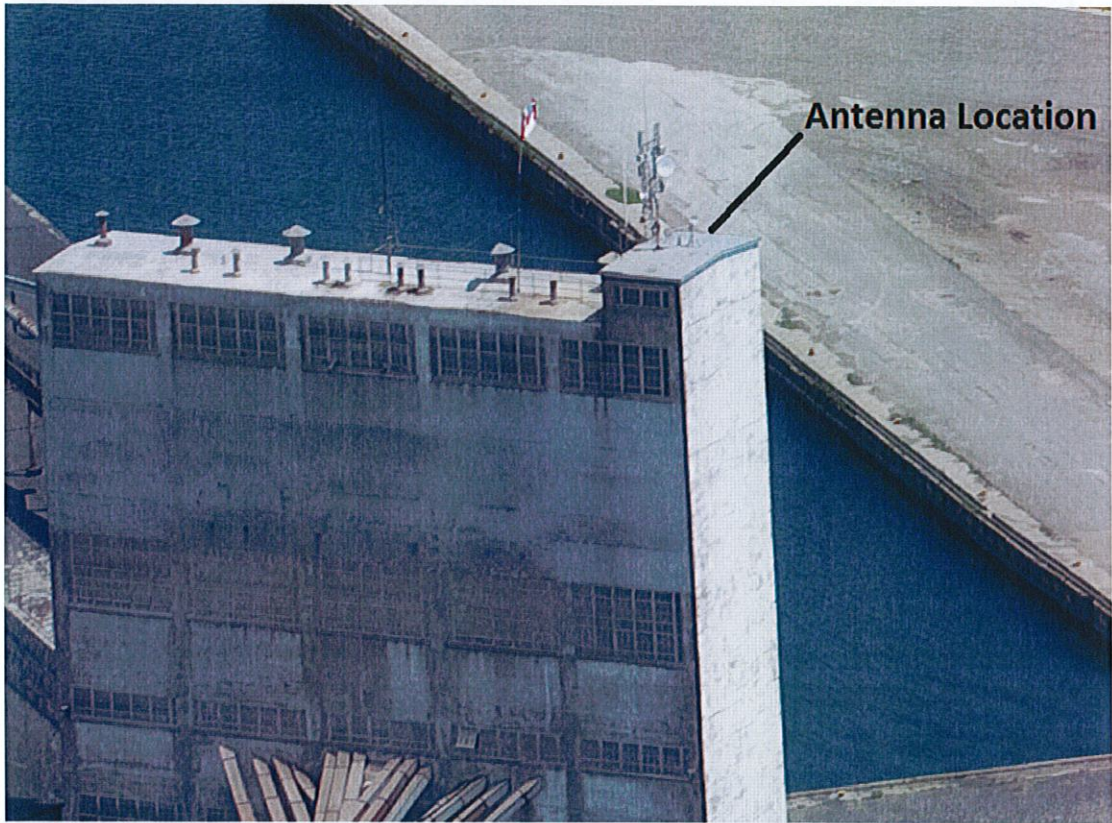
By: _____
Name: Sean Nicholson
Title: Chief Administrative Officer

We have authority to bind the corporation.

Witness

Joe Moulton

Port of Johnstown
Schedule "A"



CAO's ADMINISTRATIVE UPDATE TO COUNCIL

ADMINISTRATION / ECONOMIC DEVELOPMENT

<p>AMO (Association of Municipalities of Ontario)</p>	<p>AMO reached out to the Township to take part in a panel at the AMO conference August 18-21 in Ottawa. The CAO will be part of a panel with the Ministry of Energy and IESO (Independent Electricity System Operator) for a session called Planning for Energy Procurements on August 20th.</p>
<p>Wellness Committee</p>	<p>The Wellness Committee is busy working to organize an employee facilities tour to help all interested employees become more familiar with all facilities owners and operated by the Township. There will be a staff appreciation lunch held down at the Cardinal Waterfront Pavilion. Both events are scheduled for mid-August.</p>
<p>Housekeeping ZBA</p>	<p>A public meeting is tentatively scheduled for 6:00 PM on August 26th. Pending completion of the draft updates, public notification will begin on August 1st. Staff are now working with Novatech to include clarifications and recent Planning Act changes regarding additional residential units</p>
<p>Bylaw</p>	<p>BLEO continues to identify and issue notices and orders within the Township for properties that require compliance measures. In partnership with the Manager of Parks/Rec/Fac signage has been installed at the Cardinal waterfront and Galop canal indicating the restriction of camping and parking of associated trailers. Ongoing clean yard maintenance for specific properties with annual compliance concerns are being monitored and completed by contractors, with the cost added to the property taxes if not paid by the owner.</p>
<p>Upcoming meeting schedule Time – 6:30 pm unless noted otherwise</p>	<p>Monday, August 26 – Regular Council</p>

TREASURY

<p>ADP Project Update</p>	<p>The first pay run for full-time and part-time and the second pay for council was completed with much success. Staff will continue to be available for questions regarding the new program. ADP will be helping for the next 2 pay periods while staff are learning the new program and then will be provided with a direct service team to be able to reach out to them at any time.</p>
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FMW Project Update	Operating Plan is now complete; Salary Plan will be completed next week, and Capital Plan will begin at the end of July. Staff are undergoing Admin training for system set up and report creation. Training will be provided to Department managers by FMW on how to create and submit their portions of the annual budget which will be completed through FMW for the 2025 budget.
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FACILITIES/RECREATION

Staffing	All 59 full and part time employees are registered and trained on the ADP payroll software
Minor Ball	Johnstown diamond continues we five nights a week, Spencerville a couple of nights a week and the Seaway Surge Fastball utilizing Cardinal 3 nights a week. Johnstown Minor ball tournament is on July 27 th .
Parks & Waterfront	Seeing an increased amount of household garbage in our park garbage cans. Bylaw has been notified on occasion. Legion Park continues to see heavy traffic and usage weekly and on weekends, the Pavillion is also well used.
Pickleball	The final coating for the tennis court went down last week, nets are up, and the Pickle Ball court is seeing a great turn out. With the courts now available we have seen a drastic decline in Spencerville over the past two weeks. We will be stopping the Tuesday & Thursday night sessions for the remainder of the summer this week.
Pool / Camp Session 1	Both Johnstown & Cardinal camps and pools have now completed their first session, both pools have seen their numbers increase for the public swimming and the evening Aquafit classes are a hit.
Swim Meets	Cardinal Sea Sharks meet July 20 th , Johnstown Bear Paws July 28 th
Boardman Buster Trip 1	First trip was July 17 th with a full bus load of kids attending Mont Cascade Water Park
Hockey Contracts	Juust finalizing the contracts with the hockey associations. Ingredion Arena will open September 1 st , Spencerville September 25 th .
Spencerville Splash Pad	Met with the Spencerville Agricultural Society executive to discuss the concept of having a Splash Pad on fair board property. The idea was well received by the members, I will have further information in the next month as we have already met with a consultant to discuss designs.
Energy Management	2022 & 2023 energy consumption reporting was completed prior to the July 1 st deadline. Also, the CDM (Conservation & Demand Management) five-year plan was updated as well.

OPERATIONS – PUBLIC WORKS

On-Going Activities	Perform routine Road Patrols. Ongoing work includes Vehicle Maintenance, pothole repairs, maintenance grading of gravel roadways, roadside mowing and 911 sign installations. Culvert replacements scheduled for Sophia St and Armstrong Rd to be completed in July.
Meetings & HR (Human Resources)	PSD (Public Sector Digest) Citywide Road Patrol Software Training – Ongoing Implement ADP Payroll Software system to Staff and begin training on the software.
Tenders	Tandem Truck with Snowplow and Sanding Equipment Tender EC-PW-24-07 Closed July 2,2024. Three (3) bids submitted. Action Item before Council this evening.
SNC Tree Assessments	SNC conducted various tree assessments in Johnstown. Staff requested quotations from various contractors for removals. Request for Quotation (RFQ) EC-PW-24-08 issued July 2,2024
Maintenance Gravel and Dust Suppressant	The annual program commenced on Monday June 17,2024 and was completed on July 4,2024
Traffic Study and Counts	Staff have arranged with GGG to conduct a field traffic study on Jochem Rd to collect counts and average speeds at other locations including Baker Dr/Lennox Rd. Traffic Data collected on Jochem Rd to date. Staff awaiting report from GGG.
2024 Road Program	The first phase of the project commences July 15,2024 in Johnstown. The second phase begins in September. Reid St in Cardinal will begin in August.
Weir Rd Bridge	The project remains on schedule. One change order issued related to deck cantilever removals being increased an additional 300mm (about 11.81 in).
Hyndman Rd Bridge (CR#22)	The full closure of CR#22 at the Hyndman Bridge began on July 12, 2024. The completion date is scheduled for early November.

OPERATIONS – ENVIRONMENTAL SERVICES

Cardinal Wastewater Treatment Plant	IECBL replaced four faulty light fixtures. Falcon Security installed secondary alarm communicator. Routine maintenance completed.
Cardinal Water Plant	IECBL upgraded ceiling mounted light fixtures to LED. IECBL replaced two low lift pump starter panels (capital). Drained, inspected, and cleaned Flocculator tanks. Painting floors and pipework (on going).
Cardinal Distribution System	Flushing dead end fire hydrants (on going). Lakeshore Hydrant Services repaired four fire hydrants. Repaired fire hydrant guard valve.

	<p>Fire hydrant painting (on going). GAL Power completed semi-annual servicing of portable generator. Repaired two curb stops.</p>
Industrial Park Water System	Routine rounds completed.
Windmill Pumping Station	Routine rounds completed.
Spencerville Wastewater System	<p>Engineering meeting scheduled with Nova Tech for the Spencerville Station # 1 upgrades. EVB Engineering was unable to commit to the project. IECBL replaced starter relay for north pump at Spencerville Station # 1. GAL Power completed semi-annual servicing of generator. Splitter box lining and mag meter installation projects are scheduled to be completed the week of August 12th.</p>
Cardinal Sewer and Storm Collection System	Falcon Security replaced DCS alarm communicator at Adelaide Station.

OPERATIONS – MUNICIPAL DRAINS

	No activity this month
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FIRE DEPARTMENT

HR	Staff was notified of a WSIB claim by a previous long service member. The claim was subsequently approved by WSIB under presumptive cancer legislation.
	A fire department family BBQ will take place on Saturday July 13 at station 2. Attendees will have access to the pool and a firefighter slow pitch game is planned.
	Several participants from within EC have been in to get sized for bunker gear to participate in the upcoming Women of Fire LG bootcamp on July 27 at LTI RTC. They will utilize some of our spare outdated gear. Staff from ECFD continue to be involved in organizing this initiative.
Training	There is no training scheduled for July.

	The training officer is scheduled to complete Hazmat mission specific and technician programs in September.
	Staff will be attending a training session at LTI RTC for a new fire college learning management system.
	Assisted pool staff with emergency medical scenarios. Additional small group sessions may be scheduled in the future.
Fleet	All apparatus is performing well. Weldon V-mux programming recall on rescue 1 is still outstanding. Working with manufacturer for resolution.
Fire Prevention	Fire extinguisher training provided to Ingredion employees during safety days.
	Attended port day along with Prescott fire displaying fire apparatus.
	Fire extinguisher training is being arranged for Greenfield employees.
	Follow-up inspection completed at a duplex in Cardinal
Facilities	The emergency light panel has failed at station 1. A replacement is on order and will be installed upon arrival.
Other	A small fire department contingent participated on the 4th of July celebrations in Norwood NY.
	Fire department members attended the wake, funeral, and provided stand-by coverage during the service for captain John Cooke of South Dundas FD. This was a line of duty death based on presumptive cancer legislation.
	Annual advanced cleaning and inspection of bunker gear will be completed with the last batch of gear returning on August 2.
	Provided a couple additional tanker loads of water for the Johnstown pool following a repair by recreation staff.

EMERGENCY MANAGEMENT

	No activity this month
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Councilors are reminded to please forward or cc sent/received email correspondence that is a municipal record to councilmail@twpec.ca

TOWNSHIP OF EDWARDSBURGH CARDINAL

July 22, 2024

Resolution Number: 2024- _____

Moved By: _____

Seconded By: _____

THAT Municipal Council receives the Mayor's Report as presented.

COPY

Carried Defeated Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

NAME	YEA	NAY
Councillor J. Martelle		
Councillor W. Smail		
Councillor C. Ward		
Deputy Mayor S. Dillabough		
Mayor T. Deschamps		
TOTAL		

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2024-

**“A BY-LAW TO ADOPT, CONFIRM AND RATIFY MATTERS DEALT WITH BY
RESOLUTION”**

WHEREAS Section 5(3) of the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that the powers of a municipality shall be exercised by by-law;

AND WHEREAS in many cases, action which is taken or authorized to be taken by the municipality does not lend itself to the passage of an individual by-law;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the actions of the Township of Edwardsburgh Cardinal, at its meeting held on July 22, 2024 in respect of recommendations contained in the reports of committees considered at the meeting and in respect of each motion, resolution and other action taken by the Township of Edwardsburgh Cardinal at its meeting are, except where the prior approval of the Ontario Municipal Board or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Mayor and the appropriate officials of the Township of Edwardsburgh Cardinal are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of Edwardsburgh/Cardinal referred to in the preceding section.
3. That except as otherwise provided, the Mayor and Clerk are authorized and directed to execute all documents necessary on behalf of the Township of Edwardsburgh Cardinal.

Read, passed, signed and sealed in open Council this 22 day of July, 2024.

Mayor

Clerk